



GLOBAL BUSINESS SOLUTIONS

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LABOUR LAW AND RELATIONS PROTOCOL AGREEMENT

entered into by and between

“the Company”

and

“the Service Provider”

LABOUR LAW AND RELATIONS PROTOCOLS

WHEREAS the Company and the Service Provider have entered into an agreement whereby the Service Provider provides the services of a Temporary Employment Service (TES) as defined in the various labour statutes applicable to this relationship and agreement; and

WHEREAS the Company and the Service Provider wish to enter into a specific dispensation agreement regulating the labour law and relations terms and conditions;

NOW THEREFORE the parties agree as follows:

1. This agreement must be read along with any existing agreements regulating these matters and if there is any conflict between this agreement and any other previous agreements, the provisions of this agreement shall prevail

2. That a separate power of attorney (as per the attached Annexure) shall be signed by the parties in terms of which the Service Provider shall be the appointed agent of the Company with the delegated powers to attend to the labour law and relations matters and/ or to represent the Company therein (as set out in this agreement)

LABOUR STATUTE PROTOCOLS

#	Statute	Protocols	Mutually agreed by the Company and Service Provider (Y/N)
1	UIF Act COID Act SDL Act Income Tax Act, PAYE	<ul style="list-style-type: none"> • The Service Provider shall take full responsibility for compliance with these statutes and their related regulations, irrespective of the duration of the assignment of the assignees 	YES NO
2	OHSA	<ul style="list-style-type: none"> • The Company shall take full responsibility for compliance with the OHSA and its related regulations, 	YES NO



Labour Law and Relations Protocol Agreement

		<p>irrespective of the duration of the assignment of the assignees</p> <ul style="list-style-type: none"> The Service Provider shall comply with the OHS regulations of the Company 	
3	<p>Bargaining Council Agreements Sectoral determinations Basic Conditions of Employment Act (BCEA) NMW Act and related</p>	<ul style="list-style-type: none"> The Service Provider shall be the responsible party in respect of the following matters irrespective of duration of assignment of assignees: legitimate contract of employment; compliance with the payment regimes contained in the appropriate legislation referred to in point 3; compliance with minimum payment requirements and minimum terms of employment set out in this statute Liability for severance pay shall be determined by whether or not this has been provided for in the Service Provider's costings and/ or whether it is expressly addressed in the commercial agreement FTC management: responsibility for the management of maintenance of legitimate FTC's will rest with the Service Provider, provided the Company has been explicit in its instruction to the Service Provider in stipulating the reason for the assignment as contemplated in s198B of the LRA 	YES NO
4	<p>Employment Equity Act (EEA)</p>	<ul style="list-style-type: none"> In the first 3 months of assignment, the Service Provider shall be the responsible party in respect of compliance with Chapter 3 of the EEA Thereafter Service Provider shall provide the Company with the required information to submit its annual report to the Department of Labour and to allow the Company's employment equity committee to integrate the assignees into its plans In respect of Chapter 2 of the EEA and other pertinent sections, the parties indemnify each other 	YES NO
5	<p>Skills Development Act (SDA)</p>	<ul style="list-style-type: none"> The Service Provider shall be the responsible party in respect of compliance with the Skills Development Act 	YES NO



6	<p>Labour Relations Act (assignees assigned for <u>less than 3 months</u> and/ or those who earn above the threshold</p>	<ul style="list-style-type: none"> • In respect of the assignees referred to alongside, the Service Provider shall be responsible for compliance with all requirements of the LRA 	YES NO
7	<p>Labour Relations Act (assignees assigned for <u>more than 3 months</u> and who earn below the threshold)</p>	<ul style="list-style-type: none"> • Disciplinary action and grievances: the Service Provider shall be the responsible party • Dispute case management and representation at conciliation, arbitration, Court: as far as is legally possible and practicable, the Service Provider shall be the responsible party • Organisational rights: the parties agree that the provisions of the LRA shall apply in context (s21 in particular) on the understanding that the Service Provider and the client will jointly address matters in this regard with due consideration that the composition of the workforce may impact a determination of representativeness and that a union seeking to exercise rights conferred by this part in respect of the assignees of a TES may seek to do so at the workplace of either the TES or the client • Collective Agreements: the Company will be the responsible party for compliance with any collective agreements it has entered into which impact the rights and terms of assignees of the Service Provider and the Service Provider shall support the client in complying with the said agreements • Collective bargaining: the Company and the Service provider shall jointly engage in any collective bargaining • Unfair labour practices: the Company shall be the responsible party in respect of s186 insofar as it relates to unfair labour practices pertaining to promotions, demotions, training and benefits and the Service 	YES NO



		<p>Provider shall support the client in complying with these requirements</p> <ul style="list-style-type: none"> • Unfair dismissals: the Service Provider shall be responsible for unfair dismissals • Termination pay: liability for termination pay shall be determined by whether it has been provided for in the Service Provider costings and/ or whether the commercial agreement expressly addresses this • Equal treatment: the requirement for the Company to ensure that the Service Provider assignees are treated on the whole no less favourably than those comparable employees of the Company, remains the responsibility of the Company until such time that the parties have conducted an analysis of this matters and agreed a system to justify and manage this matter 	
8	<p>Transition from Service Provider sole employer to Company Sole Employer (entering month 4)</p>	<ul style="list-style-type: none"> • The Service Provider shall have a FTC in respect of the tenure of its assignees for the first 3 months and in addition it shall have an Annexure that is appended to the original FTC which contains revised terms and conditions that may apply from the fourth month (the nature and extent of this will be dependent largely on the outcome of the equal treatment analysis • The Company and the Service Provider shall formalize a transition plan that integrated Service Provider assignees into the post 3 month regime as required • The Company and the Service provider shall agree a schedule of fees appropriate to the nature and extent of the services and terms of service enjoyed in the post 3 month tenure period • The Service Provider shall provide the Company with the necessary management information required to effectively and proactively manage this transition and also to batch groups of Service Provider assignees for purposes of applying the necessary protocols and ensuring a smooth transition 	YES NO



Labour Law and Relations Protocol Agreement

		<ul style="list-style-type: none">• As a general principle, the employment policies of the Company shall apply to the Service Provider assignees post 3 months	
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Signed at _____ on this the _____ day of _____ 2018



SPECIAL POWER OF ATTORNEY

TO ACT IN LABOUR RELATED MATTER(S)

entered into between

CLIENT'S TRADING NAME: _____

REGISTRATION NUMBER: _____

PHYSICAL ADDRESS: _____

(Hereinafter referred to as "the Principal")

And

TES TRADING NAME: _____

REGISTRATION NUMBER: _____

(Hereinafter referred to as "the Agent")

THE APPOINTMENT

BY THIS POWER OF ATTORNEY the Principal hereby nominates, constitutes and appoints the Principal, its directors, members and bona fide employees of the Agent to be the Principal's true and lawful Agents to perform in the name of and in the stead of the Principal, the following:

1. To conduct and process any internal disputes in respect of employees deemed to be those of the Principal in terms of section 198A(3)(b) of the Labour Relations Act 66 of 1995, during all labour related matters, including but not limited to disciplinary action, incapacity proceedings and restructuring exercises as it may arise within the workplace of the Principal; and
2. To conduct on behalf of and represent the Principal in any dispute resolution proceeding(s) referred to the Commission for Conciliation Mediation and Arbitration, Statutory Bargaining Council and Labour Court and any other forum duly mandated to deal with disputes emanating from any form of employment relationship as a forum of alternative dispute resolution



- Without in any way limiting the general authority granted in terms of this Power of Attorney, the Agent has the right to manage the labour related matters contemplated in this agreement as if it were the Principal doing so itself. Inasmuch as it may be necessary, the Principal hereby commits to ratify and confirm anything done by the Agent in labour related matters contemplated in this Power of Attorney

This Power of Attorney will remain valid and binding until it is terminated by way of written notice to the Agent.

DATED AND SIGNED ON THIS THE __ DAY OF _____ 20__ AT _____.

Witnesses:

1. Full Names: _____ Signature: _____

2. Full Names: _____ Signature: _____

NAME: _____

SIGNATURE: _____

*For the Principal in his / her capacity as being duly
authorised to sign this agreement on its behalf
by a Resolution of its Board of Directors*

NAME: _____

SIGNATURE: _____

*For the Agent in his / her capacity as being duly
authorised to sign this agreement on its behalf
by a Resolution of its Board of Directors*

