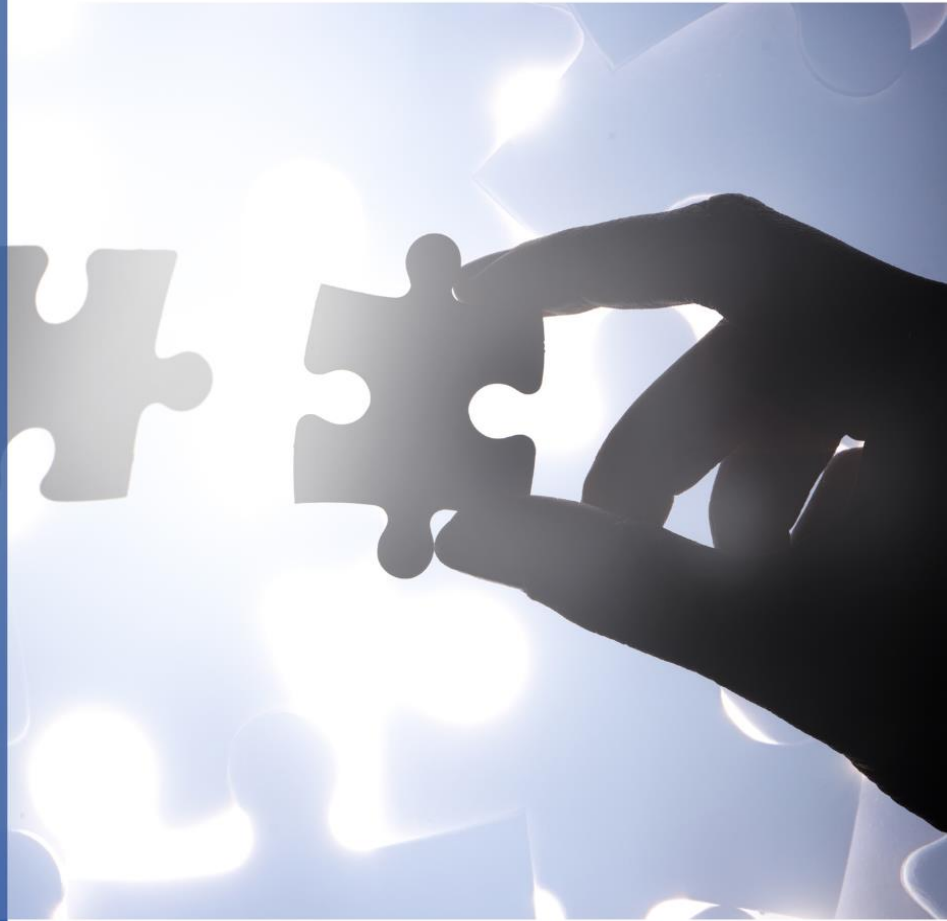


ANNUAL LABOUR LAW UPDATE



SENSE-MAKING – This is the “action or process of making sense of or giving meaning to something, especially new developments and experiences”. The past 24 months, combined with the next 12 months represent the most disruptive times in SA labour law. Besides the volume of judgements, awards, new statutes and amended statutes, the reality of socio-economic headwinds and digital disruption are creating headaches for many employers. The theme of this year’s ALLU is to make sense of it all in a manner that enables sound decision-making in employment relations, good governance and legal compliance.

Our objective is to leave you with a clear roadmap, key action points and deeper insights into the world of employment and labour law.

Join us in this one-day flagship session in order to gain all the information and insight you need in respect of the statutory and case law forces that are shaping the labour relations landscape. Armed with this, you will be able to immediately implement the necessary change and refresh existing protocols. Ensure that you are ahead of the pack and that you lead your colleagues into the future of labour law and relations.

SCOPE OF CONTENT

Besides a review of the legal principles of all the trending Labour Court and CCMA cases, the following will be addressed –

LABOUR LAW DEVELOPMENTS

- Employment Equity Amendment Act
- Harassment benchmarking and trends
- COIDA Rehabilitation, reintegration and return-to-work Regulations
- Employment Services Amendment Bill and platform work
- Cannabis for Private Purposes Bill
- AARTO Act and Regulations

POLICY FOCUS AREAS

- Recruitment and promotion in alignment with EE plans
- EE deviation reporting and records
- Succession planning
- Incapacity due to ill-health
- Rehabilitation and return-to-work
- Disciplinary Code re-alignment
- AARTO policy framework
- Alcohol testing

CASE LAW REVIEW COVERING THE FOLLOWING KEY QUESTIONS -

- Reversing the ruling of the chairperson in a disciplinary inquiry
- What is permissible in testing for alcohol with breathalysers
- Constructive dismissal in action
- Waiving the right to be heard after repeatedly failing to attend a disciplinary hearing
- Discrimination based on religion raises its head, again
- Summary termination of a contract of employment attracts multiple claims
- S189A legal options in a disruptive environment
- Remedies for inaccurate misconduct charges
- Guilt on a balance of probabilities explained
- The police held liable for damages in the failure to act in violent strikes
- Harassment trends at the workplace, latest survey results and you will be surprised
- Progressive discipline warnings followed by a dismissal for insubordination
- Restraint of trade breach implications
- Equal treatment and discrimination on arbitrary grounds
- Unfair labour practices in the context of layoffs
- Inconsistency and misconduct dismissals
- Gross insubordination and dishonesty, a fatal combination
- What is gross negligence?
- Injured employee takes on two employers for sustaining injuries on duty
- Retirement age confusion resolved
- Conflict of interest and the balance of probabilities
- Unions, costs and the linkage to being responsible for members' actions
- Misconduct by an arbitrator
- Unilateral changes to conditions of employment
- Unfair labour practices in respect of demotions
- The code of good practice on harassment and employer vicarious liability
- Fixed term contracts and Probation contracts: A great opportunity
- When inspectors get it wrong
- Termination of fixed-term contracts still causing headaches
- Constructive dismissals and future dated resignations, what are the legal implications?
- Problems around COIDA and the implementation of the new regulations on rehabilitation, reintegration and return to work
- Collective bargaining and how to deal with severance pay in excess of the BCEA
- Misconduct dismissals in unprotected strikes
- The case we have been waiting for – performance reviews tested at last
- Fixed-term contracts and the synthesis test
- The payment of bonuses
- Incapacity for ill health
- Section 197 transfers unpacked
- Overpayments, no set-off allowed
- De novo hearings and evidence
- Misconduct: dismissal of shop stewards for striking
- Testing in terms of alcohol and drug policy

ABOUT THE PRESENTER



Jonathan Goldberg

Jonathan Goldberg is the Chairman of Global Business Solutions and has been a business leader in the changing labour law landscape over the past thirty years, heading negotiations at plant, industry and NEDLAC levels and assisting clients to navigate the dynamic regulatory environment.

Jonathan is a sought-after advisor and speaker, leading from the front in social partner negotiations as well as in respect of business strategy. Several of the key roles he fulfils include being a Commissioner on the National Minimum Wage Commission, the Labour Market Convenor at NEDLAC for business as well as a representative on the Employment Services Board. He is a chartered director of the Institute of Directors South Africa

3 October	Cape Town
5 October	Virtual - Zoom
12 October	East London
13 October	Virtual - Teams
2 November	Port Elizabeth/Gqeberha
14 November	Johannesburg
16 November	Durban

R3 950 (excl. VAT) per delegate (live seminar)

R2 950 (excl. VAT) per delegate (virtual seminar)

VENUES: TBC

DURATION: 09H00 – 15H30

REGISTRATION AND BANKING DETAILS

Complete and email attached registration form to: Priscilla at labourlawupdate@globalbusiness.co.za



REGISTRATION FORM

To secure your place at this webinar – please complete and sign the following and email the booking form to Priscilla: labourlawupdate@globalbusiness.co.za

Our standard procedure is to acknowledge receipt of registration in writing.

If you have not received same, please contact us to confirm we have received your registration before incurring any additional expenses

Course Name:		ANNUAL LABOUR LAW UPDATE				Date:	OCTOBER / NOVEMBER 2023		
CT: 3 October	Zoom: 5 Oct	EL: 12 October	TEAMS: 13 Oct	GQ/PE: 2 Nov	JHB: 14 Nov	DBN: 16 Nov			
Company Name :					Tel No:				
					Fax No:				
Postal Address:					Disability assistance needed:				
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					*Additional costs may be incurred				
Vat no:			Purchase Order:						

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