



(Confederation of Employers of Southern Africa)

SERVICE LEVEL AGREEMENT & MEMBERSHIP CONDITIONS

COFESA membership fee is linked to a once-off joining fee. The membership is subject to the constitution of COFESA.

1. Undertaking

- The applicant is committed to fair and productive labour relations.
- Wherever reasonably possible or practical that before dismissing, retrenching or changing the basis of our employment relationship(s) we will first consult with COFESA and will utilise COFESA'S CODE for Fairness and Productivity.
- This application (fax/copy/original) shall be the basis of the agreement at acceptance.

2. Basic Membership

The Member enjoys the following services for as long as the annual or monthly membership fee is paid:

- 2.1 **The Code for Fairness and Productivity:** 750 page bilingual, practical manual or CD, which consists of contracts of employment, disciplinary forms and procedures and labour legislation;
- 2.2 **Hotline:** A direct 24 hour line to COFESA advisors giving you access to a panel of experts that provide specialist advice on labour related matters;
- 2.3 **3 Posters:** BCEA, Employment Equity Act, and Health & Safety Act;
- 2.4 **Membership Certificate:** Our certificate proudly displays your membership of COFESA;
- 2.5 **Communication:** E-mail and other communication to keep members informed, regular workshops are presented at a special membership tariff;
- 2.6 **Panel of Experts:** Access to labour advisory services as set out in point 3 below.
Note: The Optional Advisory Services are not included in the membership fee.

3. Optional Advisory Services - Conducted on an ad hoc basis

The Member will be entitled to make use of the following services on condition that when the Member elects to make use of such services the Member undertakes to pay, on presentation of an invoice, the cost of such services as set out below. The following services are available:

- 3.1 Legal Compliance Audits (included in Packages 3 & 4);
- 3.2 Customising of Employment Contracts (included in Packages 3 & 4);
- 3.3 Customising of Disciplinary Policies & Procedures;
- 3.4 Conducting of Disciplinary & Grievance enquiries;
- 3.5 Consultation on labour related matters - such as retrenchments, transfer of businesses;
- 3.6 Trade Union negotiations;
- 3.7 Compiling of Employment Equity Reports and Plans;
- 3.8 Compiling of Skills Development Reports and Plans;
- 3.9 Health & Safety consultation which may include: A legal compliance audit; Implementation of a Safety Management System; Conducting of Health and Safety committee meetings; Conducting of a Safety Audit and Accident Investigations.

4. Membership Fees and Cost of Services

COFESA may adjust membership fees and consultation rates from time to time. The Optional Services will be charged at the following rates (excluding VAT): Consultation @ R540 per hour; Travelling time @ R300 per hour and kilometres travelled @ R3.50 per kilometre as adjusted from time to time.

5. Standard Retainer

- 5.1 The Member will be entitled to make use of the following services as stipulated below and/or any additional services, which may be agreed upon. Such services will be offered on condition that should the retainer be cancelled within a 12-month period from date of signature, the Member agrees to reimburse/pay COFESA on presentation of an invoice for actual services rendered during the period of the retainer at standard COFESA rates prevailing at the time, less the amount of any retainer payment that has already been made:
 - Legal Compliance Audit;
 - Contracts of Employment;
 - Drafting of Disciplinary Code & Procedures;
 - Drafting of Charge Sheets;
 - Disciplinary Enquiries;
 - Grievance Procedures;
 - Counselling sessions;
 - Industrial Relations Consultations (excluding CCMA matters);
 - Retrenchments;
 - Strikes & Lock-outs;
 - Bargaining Council issues;
 - Union & Wage negotiations.
- 5.2 All retainer rates, as set out in the COFESA membership application and/or in the debit authorisation, exclude Skills Development and Employment Equity Plans and Reports unless agreed otherwise and reduced to in writing.
- 5.3 Either party may renegotiate any retainer package by giving the other party 30 days notice in writing. If no agreement is reached the provisions, as set out in points 3 & 4, will apply.
- 5.4 This agreement forms part of and has been incorporated into the membership agreement that the Member has entered into with COFESA. No addition to, variation or agreed cancellation of this agreement shall be of any force or effect unless reduced to in writing and signed by or on behalf of the parties.
- 5.5 Should the Member at any time cancel its membership with COFESA, the provisions as set out in points 3 & 4 will apply and the Member will remain liable for the cost of services rendered and the payment thereof in full.

6. Indemnity

The applicant indemnifies COFESA the association, its officials, office bearers, advisors, agents, attorneys and members from any liability of whatever nature arising from the execution of their duties. The fact that COFESA collects and administers accounts for any service rendered will not imply an acceptance of any liability in any respect. I confirm the information provided by me, to be correct and accept this to be the basis of my membership. I furthermore note and agree that membership will commence once COFESA, at their head office address, has received and approved this application.