

General Conditions

The COFESA membership fee is linked to a once-off joining fee and annual organising 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** – which is a direct 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** – 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 clause 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, alleged unfair labour practices.
- 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. **Included in the membership fee is a commission of R500.00 payable to the agent signing up the member.**

The optional services will be charged at the following maximum rates (Excl. VAT) Consultation R590.00 per hour, Travelling time at R300.00 per hour and Kilometres travelled at R4.50 per kilometre as adjusted from time to time.



(Confederation of Employers of South Africa)

5. Standard Retainer - Optional

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. (Excl. CCMA assistance).
- 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, excludes 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 clause 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 clauses 3 and 4 will apply and the Member will remain liable for the cost of services rendered and the payment thereof in full.

6. Litigation Services

- Assistance with the resolution of labour disputes;
- Assistance with shop floor negotiations;

7. Litigation Cost Cover - Optional

The ambit of the Litigation Cost Cover is as follows:

7.1 Annual cover is provided for litigation assistance costs arising from CCMA & Bargaining Council, Arbitrations & Conciliations, Labour Court Hearings and Labour Appeal Court Hearings.

Maximum Rates (Excl. VAT) as from 1 March 2011 arising from CCMA & Bargaining Council;

Assistance with dispute resolution and plant level negotiations	R590.00 per hour
Conciliation assistance	R590.00 per hour
Arbitration assistance	R690.00 per hour
Labour Court assistance	R890.00 per hour
Labour Appeal Court assistance	R890.00 per hour
Travelling time	R300.00 per hour
Kilometres	R4.50 per kilometre

7.2 ALSO INCLUDED: A free one-hour consultation or two employment contracts worth R800.00 (Incl. VAT) tailor-made for your business for the R10 000.00, R15 000.00, R20 000.00 Cover (Incl. VAT).

7.3 An initial waiting period of 3 months applies before cover commences.

7.4 Unused Cover cannot be carried over to the next year.

7.5 Cover applies only where COFESA advisors or COFESA approved advisors or attorneys are used.

7.6 The Member by signing this agreement agrees to pay on presentation of an invoice for assistance at the CCMA, Bargaining Council or Labour Court at the rates as set out in 7.1 above in the following events;

- If assistance takes place during the first three months from signature.
- If the amount of the cover is exceeded.
- If the Member at any time cancels the Litigation Cost Cover.

7.7 The R5 000.00 Litigation Cost Cover package also has an initial waiting period of 3 months, and no free advice session/contract is included.

7.8 Premiums will be adjusted from time to time according to the members' risk profile.

7.9 Travelling cost and travelling time are excluded and will be charged and invoiced as per clause 7.1 above.

7.10 COFESA retains the prerogative to refuse to provide cover and to pursue cases with poor prospects of success, and can also require that the member provide a further and detailed indemnity.

7.11 The applicant undertakes on its behalf and on behalf of management and supervisory employees (as defined in the policy of the Litigation Cost Cover) that:

- All material facts regarding the risk were declared and enters this agreement on the basis of his/her utmost good faith;
- Signing of this application does not bind COFESA to provide Litigation Cost Cover;
- This application (fax/copy/original) shall be the basis of the Litigation Cost Cover and forms part of the agreement at acceptance;
- Wherever reasonably possible or practical that before dismissing, retrenching or changing the basis of his/her employment relationship(s) he/she will first consult with COFESA and its Officials.
- **Undertake to adhere to all guidelines/rules as defined in the COFESA Code for Fairness and Productivity**

8. Disclaimer

Whilst COFESA endeavours to provide its members with a professional service and warrants that the service provided to its members will be done in the utmost good faith, any statements, advice, opinion or service provided by its Officials are made and done by them in their personal capacities. You are hereby advised of your rights of recourse for any claims for negligent non-performance in accordance with the provisions of the Consumer Protection Act, No 28 of 2008.