

From: Corné Bierman

Sent: 31 July, 2018 8:14 AM

Subject: Indgro Multi Services Group (Channel Chat)- (IMPORTANT)- INDGRO PROPOSED WAY FORWARD (Constitutional Court Judgement in the matter, CCT 194/17: Assign Services (Pty) Limited v National Union of Metalworkers of South Africa and Others)

Importance: High



Sensitivity: Confidential

Dear Valued Client

Further to our previous 2 (Two) attached Channel Chats sent out to you last week, the following (as indicated below) refers, which is very important, as the Indgro- Proposed Way Forward. In addition to perusing the below, please also view the below Clip of Grant Wilkinson (Reaction to Con Court's decision on labour brokers: Grant Wilkinson) which further clarifies details to the Proposed Way Forward:

<https://youtu.be/WBph8OF0hCk>

1. OVERVIEW- THE PROPOSED WAY FORWARD:

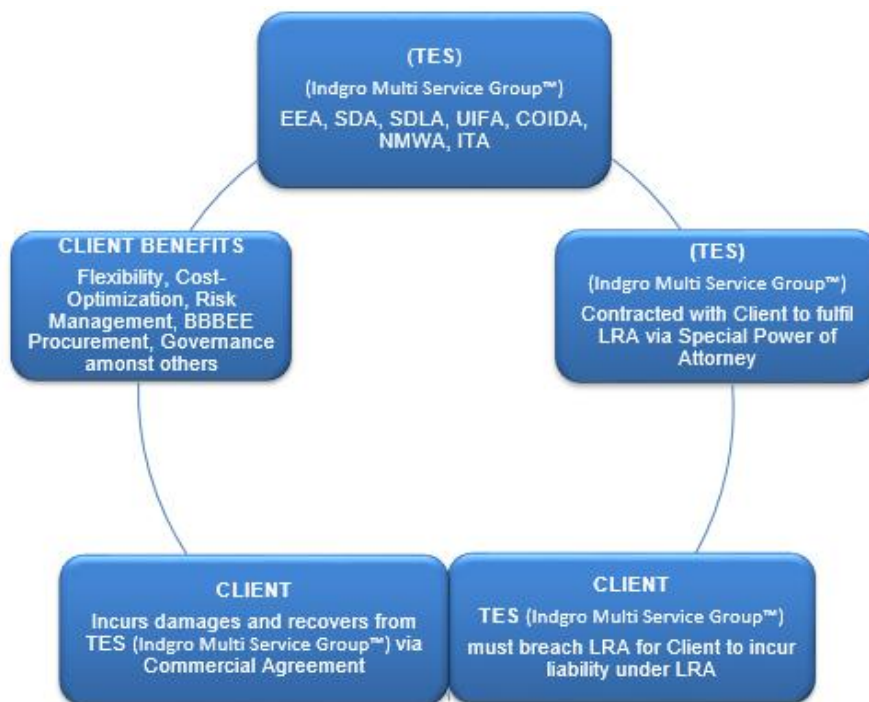
	TES Domain (Indgro Multi Service Group™)
	Client Domain

TES DOMAIN	CLIENT DOMAIN
<p>TES (Indgro Multi Service Group™) is the Employer and liable for:</p> <ol style="list-style-type: none">1. BCEA2. COIDA3. ITA4. UIFSA5. SDA6. NMW7. SDLA8. EEA (ch2)1. EEA (ch3- > 3 (Three) month period).9. LRA<ul style="list-style-type: none">• S198(4)A (Joint and several liability provision).• TES (Indgro Multi Service Group™) gives Client indemnity as an Appendix to the Commercial Agreement.• The Client gives TES (Indgro Multi Service Group™) a Special Power of Attorney for the purposes of LRA (to deal with TES Union, disciplinary, grievance, equal treatment and related matters.	<p>The Client is the Employer and responsible for:</p> <ol style="list-style-type: none">2. EEA (ch3. - > 3 (Three) month period).3. LRA<ul style="list-style-type: none">• The Client is only liable and or at risk if the TES (Indgro Multi Service Group) breaches any provisions of the LRA (e.g. unfair dismissal or breach of equal treatment.4. OHSA.
<p>The TES (Indgro Multi Service Group™) Assignee Fixed Term Agreement (Below the Threshold): Remains intact in the > 3 (Three) month period.</p>	
<p>Commercial Contracting: The Commercial Agreement between the TES (Indgro Multi Service Group) remains intact in the > 3 (Three) month period.</p>	

2. CLARIFICATION:

LAWS	PRE APRIL 2015	< THAN THREE MONTHS	> POST THREE MONTHS
LRA	TES (Indgro Multi Service Group™) is Sole Employer	TES (Indgro Multi Service Group™) is Sole Employer	<p>The Client is sole Employer</p> <p>The Client's liability arises only on breach of the LRA</p> <p>The Special Power of Attorney to TES (Indgro Multi Service Group™)</p>
BCEA	The TES (Indgro Multi Service Group™) is Sole Employer		TES (Indgro Multi Service Group™) indemnifies Client. TES (Indgro Multi Service Group™) liable under agreed circumstances
UIFA			
SDA AND SDLA			
COIDA			
PAYE			
OHSA	The Client is Sole Employer		

3. CONCLUSION:



- The Agreement (Fixed Term Agreement) between the TES and the Temporary and or Contract Employee (Assignee) originates under the BCEA and remains intact after 3 (Three) months.
- The Commercial Agreement remains intact after 3 (Three) months.
- There is no right to permanent status (no live dispute).
- Breach s198(4A) joint and several liability.
- In the event of there being an appropriate SLA and Special Power of Attorney in place, TES runs with the matter.

4. WHAT IS NEXT:

4.1 Your Contracts Manager will contact you to:

4.1.1. Email you the above- mentioned Special Power of Attorney and Indemnity Document to complete.

4.1.2 In the absence of a Commercial Agreement with Indgro Multi Services Group™ (the Company) both the current standard Commercial Agreement and Power of Attorney will be emailed to you, with the Indemnity Document.

4.1.3 Until such time as points 4.1.2 and 4.1.3 have been concluded (please note that time is off the essence) business will continue with us as per the current modus operandi.

Please note that the above will not affect your current pricing structure with our Company, unless you opt for a Functional Outsourcing Business Model, which we can discuss with you as well, through one of our wholly owned subsidiaries (Total People Solutions: www.tps.co.za).

Should you require further context to this Channel Chat please contact the author of this email, or should you have any queries relating to this matter please do not hesitate to contact the Attorney of Record, ckirchmann@kirchmannsinc.co.za via email, whom will respond to you in their personal capacity, as a legal firm.

We thank you for your business and for the trust that you place in us.

Warm regards,

André Naudé Ph.D.
Chief Commercial Officer



anaude@indgro.com www.indgro.com
+27 (0) 11 380 7507 +27 (0) 82 373 4290
+27 (0) 86 620 4526
P.O. Box 1543, Vanderbijlpark, 1900

SOLVING TOMORROW'S PROBLEMS TODAY

Johannesburg | Vanderbijlpark | Cape Town | Durban

Email Disclaimer