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The Honourable Minister of Labour
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Honourable Minister

SUBMISSIONS ON LABOUR AMENDMENT BILLS

SASLAW is a non-profit organisation which was established in June 1997 with the purpose of *inter alia* advancing and promoting labour law and the practice thereof. Having chapters in Gauteng, KwaZulu-Natal, Eastern Cape and Western Cape, we have some 700 members, the majority of whom are practising labour lawyers. SASLAW is affiliated to the International Society for Labour and Social Security Law.

We take the opportunity to enclose our comments on the proposed amendment bills, for submission to the Department of Labour. We followed a comprehensive process in analysing the bills and compiling our comments. The first step in the process was to conduct seminars and workshops in each of our chapters in order to analyse and discuss the bills. As a second step comments on the various bills were prepared by certain members of SASLAW and, finally, members of the National Committee edited these comments.

You will note that there are aspects where the members of SASLAW that were involved in formulating or editing the comments, held divergent views. This is not surprising in an organisation that represents members from capital and labour and it emphasises the vigour of the process followed.

NATIONAL COMMITTEE: Anton Myburgh (President); Tanya Venter (Vice-President);
Marylyn Christianson; Bradley Conradie; Shamima Gaibie;
Hermann Nieuwoudt, Shanta Reddy

Yours sincerely,

A handwritten signature in black ink, appearing to be 'Hermann Nieuwoudt', written over a horizontal line.

SASLAW National Committee

Hermann Nieuwoudt: Member

NATIONAL COMMITTEE: Anton Myburgh (President); Tanya Venter (Vice-President);
Marylyn Christianson; Bradley Conradie; Shamima Gaibie;
Hermann Nieuwoudt, Shanta Reddy

ANNEXURE 'A'

SOUTH AFRICAN SOCIETY FOR LABOUR LAW (SASLAW)

COMMENTS ON THE LABOUR RELATIONS BILL

Clause	Section	Comment: in the opinion of SASLAW	Proposed amendment to Bill
4 (b)	115(2bA)	<p>The circumstances in which the CCMA may decide to assist a party is unknown and could in itself lead to disputes if it fails to assist a party who is subsequently prejudiced as a result. It also has resource implications for the CCMA and bargaining councils.</p> <p>The limitation to proceedings in terms of the LRA excludes disputes in terms of other employment laws.</p>	<p>If the provision is to be retained, the circumstances in which the CCMA may assist, and in which ways, should be regulated in terms of its Rules.</p> <p>The words "or any other employment law" should be inserted after "this Act".</p>
4(c)	s115(2)A(k)	<p>This is problematic on two counts:</p> <ol style="list-style-type: none"> 1. The proposed wording would appear to permit the CCMA to prohibit representation of the party altogether (and not just preclude legal representation) which is unjustifiable; 2. At present parties are entitled to be legally represented in all CCMA arbitrations, except for those involving dismissals for misconduct and incapacity. The proposed sub-section would enable the CCMA to further limit the right of legal representation, which would be unjustifiable. 	Delete the proposed amendment.

6	143(1) and (3A)	<p>As currently drafted, it is not clear whether a writ in respect of a sum of money must be processed through the Magistrate's Court or the High Court, as the case may be, or whether an employee can take a certified award directly to the Sheriff with the necessary jurisdiction.</p> <p>It is also not clear which court would have jurisdiction to order a stay of a writ of execution.</p>	<p>(3A) should be amended to read as follows: "An arbitration award certified in terms of subsection (3) that orders a party to pay a sum of money may be enforced as if it were a writ of execution of."</p> <p>A provision should be included that makes it clear that the Labour court retains jurisdiction over applications to stay enforcement.</p>
8	147(6A)	<p>In the interest of consistency, this provision should not apply to employees earning in excess of the amount determined by the Minister in terms of the proposed section 187A.</p>	<p>Provide for the exclusionary threshold.</p>
9	150(5)	<p>This provision may impact on the right to strike and as such not pass constitutional muster. Consideration should be given to placing a time period on the suspension of the right to strike.</p>	<p>The section should be amended to make reference to a reasonable period during which the right to strike/lock-out is suspended.</p>
10	157(1)	<p>This section is problematic on a number of counts:</p> <ol style="list-style-type: none"> 1. The CCMA / bargaining councils perform numerous functions falling within the reach of sub-sections (b), (c) and (h); 2. If sub-section (c) is meant to clothe the Labour Court with jurisdiction to hear unfair dismissal claims by employees earning over the threshold provided for in the proposed section 187A, this should be made clear; 3. Sub-section (e) operates so as to unjustifiably limit the Labour Court's review jurisdiction to administrative action only; 4. While SASLAW welcomes the extended jurisdiction of the 	<p>In the light of the aforesaid comments, we believe that the section requires careful reconsideration from an overall perspective.</p> <p>Section 157(1) should commence with: "Subject to the Constitution and the provisions of this Act or any other employment law the Labour Court has exclusive jurisdiction..."</p>

10	157(2)	<p>Labour Court, this will give rise to huge challenges in relation to capacity – particularly if employees earning above the threshold provided for in the proposed section 187A are entitled to refer their unfair dismissal, ULP and business transfer claims to the Labour Court. Clearly, more courts will have to be established and many more judges will have to be appointed.</p> <p>This sub-section is not synchronised with the proposed new section 157(1), which purports to give the Labour Court exclusive jurisdiction over all matters employment and labour relations.</p> <p>See further comments below on the proposed section 158(1B), which apply equally hereto.</p>	Synchronise the proposed section 157(2) with 157(1).
11(c)	158(1B)	<p>While preventing certain forms of procedural abuse, this section would also prevent any challenge to real irregularities on the part of the CCMA or bargaining council, and result in flawed proceedings running their course only to be overturned on review. In such cases it would shift the problem to a later stage, causing additional costs and delay, but would not remove it.</p> <p>It is unclear whether the words “with jurisdiction” simply describe the “bargaining council”, or whether they provide, in effect, that the limitation on reviews does not apply to jurisdictional challenges.</p>	Delete the proposed amendment.
12(1)(a)	186(1)(b)	<p>The new sub-paragraph (ii) offers a welcome clarification of the meaning of the existing s 186(1)(b). However, it would be made redundant by the inclusion of the proposed new s 200B. It is felt that the new s 186(1)(b)(ii) is preferable.</p>	Adopt proposed s 186(1)(b)(ii); do not adopt proposed s 200B.
12(1)(b)	186(2)	<p>“Client company” is not defined.</p> <p>Presumably, this section must be read with the proposed section 200C, which appears to provide that, in the sub-</p>	<p>Delete the proposed amendment.</p> <p>Alternatively, amend to read that an unfair labour “means any unfair act or omission that arises between an employer and an</p>

13		<p>contracting context, the employer (i.e. the sub-contractor) and the client company (i.e. the principal contractor) are jointly liable for unfair labour practices.</p> <p>If this is correct, then section 186(2) ought to read that an unfair labour practice means “any unfair act or omission that arises between an employer and an employee or between the client company in sub-contracting cases and the employee ...”</p> <p>We can, however, find no legal basis upon which a principal contractor should be held liable for unfair labour practices committed by a sub-contractor, and propose that the proposed section 200C be deleted. Accordingly, we are not in favour of the proposed amendment to section 186(2).</p> <p>To the extent that a distinction based on income may impact on higher-earning employees’ right to fair labour practices, it will probably have constitutional implications. As it stands the amendment states what such employees may <i>not</i> do, but does not say what they <i>should</i> do in the event of claims relating to unfair dismissal, ULPs or business transfers. If the intention is that all such disputes must be referred to the Labour Court, this should be provided for expressly.</p>	<p>employee or between the client company in sub-contracting cases and the employee ...”</p>
14(h)	188A(11)	<p>If the intention is that the employee or employer can trigger an inquiry by an arbitrator unilaterally and without the consent of the other party, we are opposed to this, as it could easily be abused.</p>	<p>If s 187A is to be inserted, it should state clearly what alternative route the affected employees should follow and what remedies would be available to them. Given the cost of litigation, any threshold set by the Minister should be set at a level that would ensure that the affected employees could realistically afford to follow the alternative route.</p>
15(a)	191(5A)	<p>The amendment would in all probability have the effect of doing away with conciliation (by which some 60% of disputes are currently resolved) in any meaningful sense. The prospect of having to proceed with arbitration immediately if the commissioner so decides would compel all parties to arrive at conciliation fully prepared for arbitration, including witnesses and legal representatives where appropriate. They would be</p>	<p>Provide for consensus having to be reached over arbitration.</p> <p>Leave the existing s 191(5A) as is.</p>

		<p>severely constrained in what they could or could not disclose to a commissioner in confidence or without prejudice when that same commissioner may immediately proceed to arbitrate the matter. They would also have to prepare for arbitration in the absence of any real knowledge of the other party's case, as would normally emerge at conciliation. In all these ways the amendment would militate against the LRA's objective of the expeditious resolution of disputes.</p>	
17	198	<p>It is arguable that the repeal of section 198, taken together with the proposed (narrow) definitions of "employee" and "employer" and the provisions of section / clause 15 of the Employment Services Bill, serve to, in effect, ban labour-brokering. It this is so, it is also arguable that this would be potentially unconstitutional.</p>	
18	200A	<p>The retention of the presumption (and the factors listed as being indicative of a person being an employee) cannot be reconciled with the narrow definition of "employee" proposed in the Bill (see further below).</p> <p>"Employee" is defined differently in different employment laws, for example COIDA. It is unclear what impact the blanket extension of s 200A to all employment laws would have.</p>	<p>Revisit definition of "employee" in other employment laws with a view to harmonising as far as may be appropriate, and extend s 200A to the extent that it is appropriate to do so.</p>
19	200B	<p>While the intention is to further discourage the abuse of short-term contracts, the amendment as it stands may be "overkill". Though the Explanatory Memorandum speaks of limiting it to employees earning below a set threshold, it applies to all employees. It furthermore raises many uncertainties. At which point may relief be granted? At which point can the employer be called upon to demonstrate the temporary nature of the work? What if the circumstances fluctuate? Employment that appeared temporary at its inception may subsequently become sustainable on an indefinite basis, and then change back to being temporary. It would seem that s 186(1)(b)(ii) (as</p>	<p>Delete the proposed amendment.</p>

19		<p>amended) adequately addresses the abuse of temporary contracts: where an employee cannot demonstrate a reasonable expectation of continued employment (temporary or indefinite), the employer should <i>ipso facto</i> have no difficulty in justifying the temporary nature of the job.</p> <p>See comment on clause 12(1)(b) above.</p>	Delete the proposed amendment.
23(a)	200C 213	<p>It is unclear why the contract of employment needs a definition. As the amendments stand, the definition of “contract of employment” is broader than the definition of “employee”, creating the incongruous possibility of a worker being employed under a “contract of employment” without being an “employee”. The “need” for clarification alluded to in the Explanatory Memorandum is not substantial and is not really addressed. The position is simply that a contract of employment is not essential to establish the status of “employee”. It is the latter question, not the nature of the agreement that has often been at issue. The definition does not alter the status of an employee without a valid employment contract by <i>ex post facto</i> attaching the label of “contract of employment” to the agreement in terms of which s/he is employed. As with all unclear provisions, the effect could merely be to invite litigation.</p>	Delete the proposed amendment.
23(b)	213	<p>The proposed new definition narrows down the concept of “employee” by reintroducing the control test, which was superseded in our law in the 1970s. This will deprive many employees – who are not subject to the direction or supervision of their employer – of their employment status, and of the protection of the LRA. In the circumstances, the proposed amendment would be open to constitutional challenge.</p>	Delete the proposed amendment.
23(c)	213	<p>See comments made above regarding the proposed narrow definition of “employee”.</p> <p>We mention that, if as appears to be the case, the definition of</p>	Replace proposed definition with a definition that corresponds with the existing definition of “employee” in the LRA.

		<p>“employer” has been framed narrowly simply as a hedge against labour-brokers being employers, this too may have constitutional implications.</p>	
23(e)	213	<p>The definition of “independent contractor” may be too narrow.</p>	<p>Insert the word <u>trade</u> after “business”.</p>
24(2)	-	<p>The reference to “section 157(4)” is unclear. The proposed new s 157 has no sub-section (4) and the existing s 157(4) cannot have been intended.</p>	<p>Insert correct provision.</p>

ANNEXURE 'B'
SOUTH AFRICAN SOCIETY FOR LABOUR LAW (SASLAW)
COMMENTS ON THE EMPLOYMENT EQUITY BILL

Clause	Section	Comment: in the opinion of SASLAW	Proposed amendment to Bill
1	1(c)	The definition of "independent contractor" does not clearly include juristic persons, such as partnerships or companies. In many instances an employee of, eg a plumbing or electrical business, will work as an independent contractor, not in her/his own name but in the name of a partnership or company.	The definition should provide that an "independent contractor" means "a person, either natural or juristic, who works for or supplies services to a client or customer as part of the person's business, undertaking or professional practice".
1	1(e)	Does anyone in the world still have a functioning telex or telegram machine? This should be excluded. Why can service on employers not be by email?	The definition should provide that "serve" means "to send by email, registered post, telefax or to deliver by hand and ..."
1	1(f)	The proposed definition of "turnover" requires access to the Competition Act which, in s 11, requires access to the latest Ministerial determination in a Government Gazette which is a very complicated calculation. Consideration needs to be given to a definition which is accessible and understandable by small employers.	

1	There are strongly divergent views in SASLAW about whether it is necessary or appropriate to repeat the definition of "Discrimination" (in the definitions section of the BCEA) contained in the International Labour Organisation Convention (No. 111) concerning Discrimination in Respect of Employment and Occupation, in section 6(1) of the BCEA.	
2	6(4) There are strongly divergent views in SASLAW about whether it is necessary or appropriate to limit the claim that there is inequality in terms and conditions to situations where the unfair discrimination is based on one or more grounds of unfair discrimination listed in s 6(1) or whether it should apply to all unjustified differences.	
2	6(5) The Code of Good Practice is required at an early stage to guide employers, and the permissive use of "may" must be changed to the mandatory "must". The section should not become operative until the code has been issued.	The Minister must, after consultation with the Commission, issue a code of good practice setting out the criteria and methodology for assessing work of equal value in terms of section (4).
4	10 There are strongly divergent views in SASLAW about whether CCMA commissioners would be able to handle discrimination claims due to the fact that the law and principles associated with the concept of discrimination are extremely difficult, and also whether it would be justified to limit such jurisdiction to a certain remuneration level if the CCMA were clothed with it.	
5	11(2) There are strongly divergent views in SASLAW about whether the section is in conflict with the ILO Convention and whether the section should allow a judge to approve such discrimination in circumstances where the judge considers it "fair".	

5	11(2)(b)	<p>There are strongly divergent views in SASLAW about whether a fourth criterion, namely "has the effect of nullifying or impairing equality of opportunity in treatment in employment or occupation" should be added, and whether the criterion of "causes or perpetuates systematic disadvantage in the workplace" is too onerous and should be removed.</p>	
6	20(7)	<p>The word "implement" is too vague as it stands because it can mean anything from a complete to a partial implementation. If a plan was prepared and was not completely implemented because of changed circumstances, this would be a problem. This section should include the phrase "without valid reason", or "failure to take reasonable steps".</p>	
7	21(1)(b)	<p>This refers to the submission date of 1 October. As there is now electronic submission at a date determined annually by the Department, should the proposed section not include that there is electronic submission at a later date, determined annually by the Department?</p>	
8	27(2)	<p>There is a conceptual contradiction between section 6 of the EEA and that contained in the proposed amendment to section 27(2). The first prohibits discrimination in any form. The second suggests that unfair discrimination in the terms and conditions of employment may be dealt with by an employer in its EE plan with a view to progressively reducing such differentials.</p>	<p>The proposed amendment must be deleted.</p>
9	36	<p>The repeal of the undertaking to comply removes a key opportunity for voluntary and cooperative remedial action by employers. The DoL's own figures show a 70% compliance rate over the past 5 years.</p>	<p>Section 36 should remain in force.</p>

10	37	If compliance orders in terms of s 69 of BCEA are repealed as proposed by the amending Bill, then the definition of “compliance order” needs to be inserted into the EEA.	
11	39 & 40	The repeal of provisions allowing for objections to and appeals of compliance orders removes procedural rights which will be replaced with costly litigation challenging the reasonableness of the compliance order.	
12	42(a)(i)	This would appear to impose the national demographic profile onto Provinces which is problematic for employers, particularly where one group may be under-represented in a Province.	Retain present sub-section.
12	42(a)(ii)	The removal from s 42 of factors affecting an employer’s ability to implement employment equity fails to acknowledge that a scarcity of skills exist in certain sectors and levels.	Retain present sub-section.
14	50(1)(h)	The reference to “administrative action” is problematic in the light of the complicated jurisprudence on what constitutes administrative action and the absence of a definition of the term in the LRA. Is it intended that the complicated definition of administrative action in PAJA be the guide as to what the Labour Court can review? This will create further uncertainty as to the scope of review.	

ANNEXURE 'C'
SOUTH AFRICAN SOCIETY FOR LABOUR LAW (SASLAW)
COMMENTS ON THE BASIC CONDITIONS OF EMPLOYMENT BILL

Clause	Section	Comment: in the opinion of SASLAW	Proposed amendment to Bill
1(a)	1	<p>It is unclear why "contract of employment" needs a definition. As the amendments stand, the definition of "contract of employment" is broader than the definition of "employee", creating the incongruous possibility of a worker being employed under a "contract of employment" without being an "employee". The "need" for clarification alluded to in the Explanatory Memorandum is not substantial and is not really addressed. The position is simply that a contract of employment is not essential to establish the status of "employee". It is the latter question, not the nature of the agreement that has often been at issue. The definition does not alter the status of an employee without a valid employment contract by <i>ex post facto</i> attaching the label of "contract of employment" to the agreement in terms of which s/he is employed. As with all unclear provisions, the effect could merely be to invite litigation.</p>	Delete proposed definition of "contract of employment".
1(b)	1	The definition of "independent contractor" may be too narrow.	Insert the word trade after "business".
1	1	There is no definition of "employer".	The Bill should follow an approach that is consistent with the LRA, but see SASLAW's comments on the proposed definition of "employer" in the LRA Bill.
1	1	There is no proposed amendment to the definition of "employee".	The Bill should follow an approach that is consistent with the LRA, but see SASLAW's comments on the proposed definition of "employee" in the LRA Bill.
2	32	It is unclear what is meant by "benefits", and the jurisprudence around the meaning of "benefits" in section 186(2)(a) of the LRA has not always been consistent.	The Bill should include a definition of "benefits".
9(b)	55(1)(b)	This will penalise employers who pay more than the minimum	Amended provision should read:

		remuneration – they will be compelled to give bigger increases than employers who pay lower wages.	"(b) provide for the adjustment of remuneration by way of minimum rates;"
9(c)	55(1)(g)	<p>Although "temporary employment services" is still defined in the BCEA (in that the Bill does not remove the definition thereof) the operative section in the LRA (section 198) is repealed in the LRA Bill.</p> <p>The banning of temporary employment services in respect to a sector or area by way of a sectoral determination may be constitutionally objectionable.</p>	The amended provision should follow an approach to temporary employment services that is consistent with the LRA.
10 and 13	64(1)(d) 68-73	This does away with inspectorate's power to secure compliance by undertaking or compliance order, and will most likely lead to (capacity allowing) expensive litigation and without any way to secure compliance beforehand. It also marks a U-turn from the BCEA's original philosophy of fostering a spirit of greater voluntary compliance, with inspectors playing more of a facilitative role. The new hard-ball approach will promote greater adversarialism. It is a response to perceived dilatory tactics by non-compliant employers who pursue administrative channels to postpone compliance. If this is the mischief, the existing procedure could be tightened to discourage, filter out or penalise spurious allegations.	Sections 64(1)(d) and 68-73 should be retained.
15(b)	77(3)	The capacity of the Labour Court will have to be increased and its rules will have to be adapted to provide for civil type claims.	
18(b)	Table	The Table sets minimum penalties that appear to be quite prohibitive.	The Table should set maximum fines and terms of imprisonment.

ANNEXURE 'D'

SOUTH AFRICAN SOCIETY FOR LABOUR LAW (SASLAW)

COMMENTS ON THE EMPLOYMENT SERVICES BILL

Clause	Section	Comment: in the opinion of SASLAW	Proposed amendment to Bill
	1	<p>The definitions of "employee" and "employer" are too narrow, in that they set direction or supervision as a mandatory requirement. The result of this will be that a huge number of employees (who qualify as such under the existing definition in the LRA, etc) will not qualify as employees under the Act.</p> <p>The definition of "placement" is unclear but, read contextually, appears to mean facilitating the employment of a worker by a third party. It is listed as a function of public employment agencies (s 5(1)(d)) but not of private employment agencies. Section 16(4), however, suggests that the term is also used for the function performed by private employment agencies of "matching" workers with job vacancies of their clients.</p> <p>The definition of "work seeker" limits them to the "unemployed". Unemployment should not be a pre-requisite to being a work-seeker.</p>	<p>The definition of "employee" should be the same as that currently in s 213 of the LRA. Any definition of "employer" should correspond with that definition.</p> <p>Clarify definition and/or references to "placement" throughout the Bill with a view to bringing about clarity and consistency in the use of the term.</p> <p>Delete the reference to being unemployed from the definition of "work seeker".</p>
	7	<p>Section 7 (erroneously referred to as s 8 in the definition of "sheltered employment factories" in s 1) is apparently in conflict with the UN Convention on the Rights of Persons with Disabilities, of which article 27 elaborates the duty of states to implement the right of disabled people "to the opportunity to gain a living by work freely chosen or accepted in a labour market and work environment that is open, inclusive and accessible to persons with disabilities". It does not envisage creating segregated</p>	<p>Reconsider this section in the light of article 27 of the UN Convention on the Rights of Persons with Disabilities.</p>

		<p>workplaces for disabled people which, in practice, do not promote the employment of such people on the open market but tend to isolate them to low-paying jobs with no prospect of advancement.</p>	
9		<p>Section 9(1) is phrased extremely broadly and, against the background of recent xenophobic incidents, is insensitive.</p> <p>Section 9(2) is unnecessary, since the Immigration Act creates the prohibition in any event.</p> <p>Section 9(4)(b) requires the submission of reasons after the appointment has been made. It is not clear what the purpose of such a report would be - for example, is the DG entitled to reject the reasons supplied, and if so what is the effect of that rejection after an otherwise valid appointment into the Immigration Act.</p> <p>Sections 9(6)(a), (b) and (d) all appear superfluous bearing in mind the requirements of the Immigration Act and general legal principles.</p> <p>Section 9(6)(c) imports an inroad into an employer's ability to dismiss on account of its operational requirements, which may not be sustainable in law, in that an employer may fulfil all the requirements in the LRA, yet fall foul of this section. The LRA, however, takes precedence over this Act (when it becomes an Act).</p> <p>Section 9 as a whole could be the subject of constitutional challenge, in that it self-evidently discriminates against persons based upon their nationality, which, while not a listed ground of prohibited discrimination, is analogous to the listed grounds and has been held to be such by the CC. Permanent residents, who are entitled to live and work in SA, would be directly hit by the</p>	<p>Rephrase section 9(1) in a positive rather than a negative sense, to the effect that suitably qualified South African citizens should enjoy preference when appointments are made.</p> <p>We recommend a re-consideration of the entire section in the light of a potential constitutional challenge.</p>

		<p>section - see <i>Larbi-Odam and others v MEC for Education (North West Province) and another</i> (1998) JOL 1826 CC.</p>	
10		<p>The situation will arise where a vacancy or new position is filled within the 14 days which an employer has to report it. It would make little sense for the employer to report the vacancy or new position in these circumstances.</p> <p>The time period for reporting also needs to be carefully considered to avoid the situation where employers wait until the last day to report. This would defeat the purpose of ensuring that available jobs are communicated as widely as possible.</p>	
15		<p>It is not clear whether temporary employment services are included under this section for the following reasons.</p> <ol style="list-style-type: none"> 1. The definition of a "private employment agency" appears to be wide enough to include temporary employment services. 2. The functions listed in s 15(1)(a), (b) and (c) do not seem to include the traditional functions performed by temporary employment services. 3. Section 15(2)(b), on the other hand, provides that a private employment agency may not "offer job intermediary services to any employer without a lawful licence". The term "job intermediary services" is itself not defined, and does not necessarily include labour-brokering. 4. The word "placement" is not used in section 15 although its definition appears to cover the role traditionally played by temporary employment services. <p>Further confusion arises from references to "client companies" and the liability of such companies in the LR and BCE amendment</p>	<p>Amendments need to be considered in line with the overall changes to the other laws purporting to deal with temporary employment services (or former temporary employment services).</p>

		<p>bills. Whatever the position is in respect of temporary employment services this must be clearly communicated.</p> <p>If section 15 stands to be interpreted as meaning that private employment agencies are, in effect, prohibited from undertaking the function of labour-brokering (because, arguably, private employment agencies are limited to providing only the services listed in section 15(1)(a), (b) and (c) and labour-brokering does not fall within these services), this may be constitutionally objectionable.</p>	
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