



## ANNEXURE A2 OF GOVERNING RULES

### APSO CODES OF PROFESSIONAL PRACTICE

*APSO has an important role to play in constantly striving to improve standards and provide guidance to Members and relevant parties in the staffing industry.*

*The aim of these Codes is to set out the acceptable standards of professional practice to which members are expected to operate.*

#### Definitions

<b>“Client”</b>	Any entity with which a Member has a current assignment, Service Level Agreement or has accepted a fee within the last six (6) months. A client may be defined as a Business Unit, Division, Site, Branch, Region or any Subsidiary of the client.
<b>“Applicant”</b>	Any individual who is seeking or makes application to be considered for employment.
<b>“Candidate”</b>	Any individual who is seeking or makes application to be considered for employment.
<b>“Work-seeker”</b>	Any individual who is seeking, or makes application to be considered for, employment.
<b>CV</b>	A document that contains the personal details, qualifications, work history, skills and experience of a candidate.
<b>“Candidate Liability Clause”</b>	Any agreement/s whereby members attempt or threaten to charge or pass on any part of a placement fee or levy any other form of financial penalty or liability to a Candidate.
<b>“Assignee”</b>	A Candidate or work seeker who is placed with a Client on a temporary or limited duration contract of employment.
<b>“Assignment”</b>	A Job Brief whereby a Client requests a member to source candidates to fill a specific vacancy.

<b>“Interview”</b>	A formal interaction in which an interviewer solicits from a Candidate information including, but not limited to, Personal Details, Qualifications, Work History, Skills and Experience, for the purpose of assessing the candidate’s suitability for employment.
<b>“Introduction”</b>	An introduction of a candidate is considered to have taken place when a Client acts upon a CV submitted by an agency: <ul style="list-style-type: none"> <li>i) By requesting an interview with the submitted candidate;</li> <li>ii) By contacting the candidate directly.</li> </ul>
<b>“Submission”</b>	The referral by an agency of a candidate to a client or prospective client for the purpose of employment.
<b>“Effective Cause”</b>	Is the causal link that is created between parties in determining the right to claim a placement fee and or the placement of a candidate.
<b>“Headhunting/Search”</b>	Any approach by the Member, directly or indirectly, to a Prospective Candidate.
<b>“Prospective Candidate”</b>	Any individual who has not indicated a desire to consider alternate employment.
<b>“Recruitment”</b>	All activities related to or in the process of sourcing, attracting, screening, short listing, verifying, reference checking, selecting and placing candidates.
<b>“Staffing”</b>	All industry related activities.
<b>“Off Limits Period”</b>	Period of time during which a member has agreed not to approach employees of a client directly or indirectly for purposes of recruitment.
<b>“Temporary Employment Services”</b>	Also known as TES, means any entity or person who, for reward, procures for or provides to a client candidate/s - (a) who render services to, or perform work for, the client; and (b) who are remunerated by the Temporary Employment Service, as defined in section 198 of the Labour Relations Act, 66 of 1995 (hereafter LRA).
<b>“Transitioning of Assignees”</b>	The process by which an assignee or group of assignees, currently on assignment with a particular Client, are transferred from one TES provider to another.

# Client Service

## CONTRACTING

1. Members must ensure that all Clients are furnished with detailed Terms and Conditions of Business that clearly include, but not limited to:
  - a. Fee structure;
  - b. Guarantee policy;
  - c. Verification policy; and
  - d. Recruitment methodology.
2. All agreements pertaining to the Member-Client relationship should be reduced to writing and agreed to prior to the commencement of the assignment.
3. In the absence of any signed agreement Members must attach a copy of their Terms and Conditions of Business with every CV submission.
4. Any failure to fulfil any part of the agreed terms and conditions of service must be communicated to the Client immediately. The Member must rectify same, or come to an agreement with the Client.

## SERVICE DELIVERY

5. Members must obtain detailed assignment specifications from the Client for accurate service delivery.
6. Members must exercise due diligence to ensure quality of all contracted obligations.
7. Candidate information supplied should be verified and accurate.
8. Members must include on the CV/resume submitted to the Client, the date and method of interview.

## GENERAL

9. Client information must be kept confidential and exclusively used for the purposes of service delivery.
10. To protect the confidentiality of candidate information Members must include the following wording on all CVs/resumes:

“All information concerning the Candidate is furnished to the Client in strict confidence. The Client may not divulge this information to any third party, nor contact the candidate’s present employer, nor take references without the consent of the candidate which must be obtained via the Member.”
11. Members must not, directly or indirectly, approach a Candidate currently in a position placed by them with the intention of securing them alternate employment, unless the Candidate has expressly indicated, of their own accord, that they are back in the market.
12. Any potential conflict of interest must be disclosed to the Client before commencement of the Assignment or Candidates being referred.

# Candidate Service

## RELATIONSHIP & AGREEMENTS

1. Members may not, directly or indirectly, charge any fees to candidates.
2. Members may not enter into any contracts or agreements containing any form of Candidate Liability Clauses with candidates.
3. Notwithstanding the aforementioned a Member may institute legal action against a Candidate for damages for unlawful actions of the Candidate.
4. Members must ensure that any agreements, contracts, application and indemnity forms signed by a Candidate are clearly explained to the Candidate to ensure that they are understood and entered into openly and transparently and that a copy thereof is given to the candidate.
5. Members must not prevent candidates from seeking work via other sources.
6. Notwithstanding the above, a Member may enter into an exclusivity or sole mandate agreement to represent a Candidate providing that such agreement shall be limited to specified Clients to whom applications must be submitted within fourteen (14) days.

## CONFIDENTIALITY

7. Candidate information legitimately obtained by the Member must be kept confidential, used exclusively for the purposes of recruitment, with specific precautions to avoid jeopardising the Candidate's current employment.
8. All Candidate information gathered by Members must be dealt with in accordance with applicable legislation at all times.
9. Members must act responsibly and lawfully and inform Candidates that Client information provided as part of the recruitment process must be treated confidentially.
10. Candidate information may not be shared with any third party without the express permission of the Candidate unless required to do so by law.
11. Members may not submit details of any Candidate to any Client without first:
  - a. Disclosing to the Candidate the name of Client, specific position, key performance areas, and all other relevant information, and
  - b. Obtaining the Candidate's express permission to represent them at that specific Client for that specific vacancy

## SELECTION

12. Members may not discriminate unfairly against any Candidate at any time in the recruitment process regardless of ethnic origin, colour, gender, age, religion, political opinion, nationality, social origin, sexual orientation, or any other distinguishing characteristics.

13. Members must conduct an interview with a Candidate prior to submitting any Candidate information to the Client, except if specifically contracted to the contrary.
14. Candidates have the right to be interviewed by a Consultant of experience and/or qualification appropriate to the status of the assignment and the seniority of the Candidate.
15. All interviewing must be conducted in such a manner as to preserve the Candidate's privacy, confidentiality and, as far as possible, anonymity from other Candidates.
16. Regardless of the method used to interview, Members must obtain from the Candidate all relevant information pertaining, but not limited to, their personal details, employment history, qualifications, skills, experience, and career requirements to ensure proper matching.
17. Members must exercise due diligence to ensure accuracy of all Candidate information.
18. Any tests including, but not limited to, skills, psychometric and medical, may only be performed with the express permission of the Candidate and in accordance with applicable legislation and accepted best practice.
19. Members must advise Candidates who have been submitted to the Client of the result of their application within seven (7) days of the assignment being concluded.
20. Members must advise all Candidates who have applied for specific vacancies of the outcome of their application as soon as a decision has been made by the Member.

#### **REFERENCING**

21. Reference checking must be undertaken discreetly, in a manner that will not endanger the Candidate's present employment, and only with the express permission of the Candidate.
22. Credit, criminal, qualification and employment reference checks must be taken in strict accordance with applicable legislation.

# Interviewing

## METHODOLOGY

1. Whilst a face-to-face interview is the preferred method, a Member may use any suitable method providing that it meets the definition of an “interview” as defined in the definitions section on page 2 and is in line with their agreement with the Client.
2. The method and date of interview must be clearly stated on the Candidate CV submitted.
3. Interviews must be conducted against inherent job requirements to ensure objectivity and avoid potential for unfair discrimination.
4. Adequate notes must be taken during the interview and kept on record for at least three (3) years.
5. The interviewer should be suitably qualified and experienced, appropriate to the status of the assignment and the Candidate.

## CONFIDENTIALITY

6. All interviews must be conducted in such a manner as to preserve the Candidate’s privacy, confidentiality and, as far as possible, anonymity from other Candidates.
7. Members must inform Clients and Candidates that information obtained during the recruitment process must be kept confidential and exclusively used for the purposes of recruitment.

# Verification

***Verification of all information must be done in accordance with legislation and best practice.***

## EMPLOYMENT REFERENCES

1. Reference checking shall be undertaken discreetly, in a manner that will not endanger the Candidate’s present employment, and only with the permission of the Candidate.
2. Members must check the authenticity of any reference/referee provided by the Candidate.
3. As a minimum an employment reference should seek to verify the following:
  - a. Period of employment;
  - b. Job title / Position;
  - c. Key Areas of Responsibility; and
  - d. Reason for leaving

## QUALIFICATION, CRIMINAL AND CREDIT CHECKS

4. Members must make use of recognised and reputable verification agencies or institutions.

5. Checks must be conducted within the scope of legislation and best practice, and in accordance with the agreement concluded with the Client.
6. Any checks conducted can only be done with consent of the candidate.

## **Search/Head Hunting**

***This section applies to Members that market themselves as being Search firms. It also applies to members that make use of search methodology to source Prospective Candidates.***

### **GENERAL**

1. Members must ensure that all approaches to Prospective Candidates are made in a manner that will ensure confidentiality and not jeopardise their current employment.
2. Members must inform Clients and Candidates that information obtained during the search process must be kept confidential and exclusively used for the purposes of recruitment.
3. Members themselves must exercise diligence with sensitive information.
4. No employee of a Client, whether or not they were placed by the Member, may be contacted by the Member, directly or indirectly, with an offer of alternative employment for the duration of any agreed off-limits period.
5. Any potential conflict of interest must be disclosed to the Client before commencement of the Assignment or Candidates being referred.
6. Members may research the market for prospective candidates and submit skills profiles to their Client. However before divulging any personal information (this is any information that may identify the Candidate) to the Client the member must obtain the Candidate's consent to release their personal information to that specific client for that specific position.
7. To protect the confidentiality of candidate information Members must include the following wording on all research reports furnished to the client:

“All information concerning the Candidate is furnished to the Client in strict confidence. The Client may not divulge this information to any third party, nor contact the candidate's present employer, nor take references without prior consultation with the Member.”

8. Notwithstanding anything contained in this section, Members must still comply with the normal requirements of both Client and Candidate Service as contained in this Code.

# Advertising

*These best practice guidelines must be used regardless of the method or channel of advertising*

## **JOB ADVERTISING**

1. Members may not advertise in a misleading manner and must ensure the accuracy of the information contained in any job advert.
2. Members may only advertise bona fide vacancies.
3. In the event that a Member wishes to specifically include Client-sensitive information, such as Client name, they must obtain permission from the Client in writing.
4. Members must, at all times, adhere to applicable legislation and best practice.
5. Vacancies advertised must be removed immediately they are filled or withdrawn.
6. Members must advise all Candidates who have applied for specific vacancies of the outcome of their application as soon as a decision has been made by the Member or the Client.

## **GENERAL**

7. Members in good standing may use the APSO logo on their marketing and advertising material, provided that it is used in accordance with the APSO Corporate Identity policy.
8. Members not in good standing must immediately remove all references to APSO from their communications or advertisements regardless of the mode or channel.



# Temporary Employment Services (TES)

*This section applies to Members that offer Temporary Employment Services (TES).*

## LEGAL OBLIGATIONS

1. Members must be registered as a Temporary Employment Services provider in accordance with applicable legislation.
2. Members must comply with all applicable legislation and regulations.
3. Members must register and comply with applicable statutory bodies and/or other statutory provisions in any sector in which they operate TES, for example, bargaining councils or sectoral determinations.
4. Members must observe fair labour practices and respect freedom of association.
5. Members must fulfil all legal and contractual obligations to their Client and to Assignees.

## CLIENT OBLIGATIONS

6. Members must ensure that any agreements concluded with Clients comply with all applicable legislation.
7. Members must ensure that Clients are aware of their joint and several liability under prevailing legislation.
8. Before commencing assignments, Members should ensure that their written agreements with Clients cover terms and conditions including, but not limited to, penalty or placement fees associated with transitioning of Assignees.

## ASSIGNEE OBLIGATIONS

9. Members must ensure that all Assignees are furnished with a contract of employment. A copy of this contract must be given to the Assignee immediately upon signature.
10. Members must ensure that all Assignees receive written details of the assignment including, but not limited to, the following:
  - a. Duties and responsibilities;
  - b. Work site specific information;
  - c. Working Hours;
  - d. Rate and Frequency of Pay;
  - e. Method of Payment;
11. Members must induct all Assignees, providing them with at least the following information:
  - a. Administrative requirements, i.e. submission of timesheets;
  - b. Disciplinary and Grievance policy and procedure; and
  - c. Health and Safety policy and procedure, as far as applicable.

## **INDUSTRIAL ACTION**

12. In a strike or lock-out situation, Members shall only supply replacement labour in accordance with the requirements of section 76 of the LRA and in compliance with the terms of the written contract with the Client.
13. Furthermore, in any form of industrial action, Members must be adequately satisfied that the personal safety of their Assignees is not endangered.
14. Members must advise Assignees of the strike or lock-out situation at the Client to which they are assigned so that the Assignee may choose whether to take up the assignment.

## **TRANSITIONING OF ASSIGNEES**

15. Members must be aware that, in an open and competitive market, circumstances may arise when a Client wishes to change suppliers.
16. In the event that a Member secures a contract that includes transitioning of Assignees previously employed by a competitor, the Member must ensure that the Client and the existing service provider meet all contractual obligations to the transitioning assignees.
17. In the event that the Member is required to transition Assignees to another Service Provider, the Member must ensure that all contractual obligations to the Client and Assignees are met.
18. The Member must, irrespective of whether they are the incoming or outgoing TES provider, ensure that a fair and transparent process is followed during the transitioning of Assignees.

## **GENERAL**

19. Members must annually submit to APSO proof of their statutory obligation compliance.
20. Members must act diligently in identifying and assessing risks to ensure the safety of Assignees whilst on assignment at the Client and bring such risks to the attention of the Client so that appropriate action may be taken by either the Member or the Client.
21. Members may not directly or indirectly influence any Assignee currently employed by a competitor and working with the same Client as the Member to terminate their employment. Notwithstanding the aforementioned should an Assignee approach the Member to request employment, the Member must ensure that the Assignee terminates their current employment in terms of their contract and/or applicable legislation.