

Collective Agreement Between

South African Rugby Employers' Organisation

("SAREO")

On behalf of its members, being

Boland Rugby Union (Pty) Ltd ('Boland')
Border Rugby (Pty) Ltd ('Border')
Eastern Province Rugby (Pty) Ltd ('Eastern Province')
Golden Lions Rugby Union ('Lions')
Falcons Rugby (Pty) Ltd ('Valke')
Free State Cheetahs (Pty) Ltd ('Cheetahs')
Griffons (Pty) Ltd ('Griffons')
Griqualand West Rugby (Pty) Ltd Union ('Griquas')
Leopards (Pty) Ltd ('Leopards')
Mpumalanga Rugby (Pty) Ltd ('Pumas')
South Western Districts Rugby Union ('SWDRU')
Western Province Rugby (Pty) Ltd ('Western Province Rugby')
(hereinafter individually or collectively referred to as 'the Province' or 'the Provinces'
respectively)

and

South African Rugby Players' Association

("SARPA")

1. **Application of this Agreement**

- 1.1 This agreement regulates the employment by the Provinces of Players who are at least 22 years of age and the provisions of the agreement shall be binding on the members of SAREO, Players who are members of SARPA and in terms of s23 (1)(d) of the Labour Relations Act 66 of 1995, on all Players who are not members of SARPA.
- 1.2 It is specifically recorded that SARPA represents the majority of the Players employed by the Provinces.
- 1.3 Unless expressly authorised under this agreement or otherwise authorized in writing between SAREO, the applicable Province(s) and SARPA, no Province may contract a Player outside the terms and conditions of this agreement.

2 **Duration of Agreement**

This agreement shall endure indefinitely and may be terminated by either party on 60 days written notice to the other party.

3 **Suspension of certain obligations when contracted to SARU**

In the event that a Player is contracted to SARU whilst under contract to his Province, the Player's obligations to his Province, as contemplated in clauses 21.5 to 21.9 thereof shall be suspended for the duration of such contract with SARU. All the Player's other obligations to the Province shall remain in force.

4 **Renewal of Player Contracts**

- 4.1 All Players' Contracts shall be for a fixed-term to be agreed between the parties. Unless advised to the contrary, as contemplated in this agreement, and notwithstanding any previous renewals of their contracts, Players will

not have any expectation that their existing Player Contracts will be renewed or extended; nor shall they have any expectation of permanent employment beyond the term of their existing Player Contract.

4.2 If a Province decides to renew a Player Contract with a Player, it shall advise the Player of its intention to do so at least 60 days before the termination date of such Player Contract.

4.3 Unless otherwise agreed between a Province and a Player, only the Chief Executive Officer of a Province is authorised to advise a Player of the Province's intention to renew his Player Contract, and Players should not rely on any representations or undertakings made or given by any other person in this regard.

5 **Selection to team and squads**

Conclusion of a Player Contract with a Player shall not guarantee the Player selection to a team or squad, and Provinces shall have a sole discretion in respect of such selections. However, Provinces shall, in the interests of promoting transparency, and at a Player's request, provide brief reasons to a Player for not selecting him.

6 **Contracts conditional on passing medical examination**

All Player Contracts are subject to Players passing medical and fitness examinations prescribed by their Provinces. Subject to the proviso following immediately hereafter, Provinces shall conduct the examination no later than 2 weeks after the commencement of the Player's contract. In the event that a Province does not conduct such examination within the 2 week period the condition shall be regarded as having been fulfilled on the expiration of such period. Thereafter, the Province shall deal with any incapacity or unfitness on the

Player's part in terms of the performance review procedure contained in Annexure 'D': Provided that if a player is injured and / or undergoing rehabilitation during the initial two week period contemplated above, the Province may conduct the medical examination within 2 weeks of the Province's medical staff declaring the player to be fit for rugby duties.

7

Club membership

- 7.1 All Players shall, whilst contracted to a Province, be a member of a Club within the boundaries of the Province. Players who are not members of a Club at the time of signing their agreement with a Province must nominate the Club they intend joining and join such Club within two weeks of signing the Agreement. If they do not nominate a Club, the Province shall nominate one on their behalf.
- 7.2 Whilst under a Player Contract to a Province, Players may only change Clubs with the written permission of the Province.
- 7.3 Despite clause 7.1, Provinces may in the interests of the equitable development of the Clubs within their boundaries, and after consulting with the Player, direct that a Player join one of two premier Clubs. A Player may refuse to join such Club only if the Province has acted unreasonably taking into account the Province's and the Player's interests, and the need to ensure the equitable development of Clubs within the Province.
- 7.4 The Province may direct that a Player shall not play for, or train with, his Club if, in the Province's opinion, this would interfere with the Player's obligations to the Province.

8 **Involvement in employment, business and study**

- 8.1 Subject to clause 8.2 Players may, whilst under contract to their Provinces, be involved in an occupation or business, or in studies at an educational institution. Players must however disclose such involvement to a Province when signing an agreement with the Province.
- 8.2 Any Player who intends becoming involved in an occupation or business, or in studies at an educational institution, shall before becoming so involved, notify his Province of his intention in the form of Annexure 'A'. The Province shall respond within 14 days of such notification and shall indicate, in its response, whether or not it consents to the Player becoming so involved. The Province shall not withhold its consent unless the intended employment, occupation, business and studies prevents the Player from complying with his contractual obligations to the Province, or is in direct conflict with the interests of the Province or SARU, or will otherwise be detrimental to or cause damage to, the Province or SARU.
- 8.3 It is recorded that Provinces will encourage their Players to be involved in business and studies and will use their best endeavours to accommodate their Players' reasonable needs but taking into account the Provinces own requirements.

9 **General Duties of a Player**

- 9.1 Whilst employed by a Province, Players shall perform all duties and responsibilities that may reasonably be expected of a professional rugby player, including but not limited to the following:-

- 9.1.1 Acquainting themselves with, and abiding by, the Constitutions of the IRB and SARU, the Bye-Laws, Rules and Regulations of the IRB and SARU, and all policies and directives of SARU and the Province, already existing or as may be decided upon from time to time;
- 9.1.2 Conducting themselves, both on and off the field, consistently with their status as professional rugby players;
- 9.1.3 Complying with all reasonable instructions of the Province;
- 9.1.4 Maintaining appropriate levels of fitness and skill;
- 9.1.5 Playing matches for the Province and / or the Franchise of which the Province forms part, provided that they shall not have to play in more than 32 matches in any 12 month period;¹
- 9.1.6 Participating in all training sessions, training camps, team and squad meetings and skill development programmes;
- 9.1.7 Participating in rugby development programmes;
- 9.1.8 Undergoing any physical and fitness examination prescribed by the Province, and any medical treatment prescribed by the team doctor or any other medical practitioner approved by the Province (hereinafter 'the first medical opinion'). Provided that the Players shall be entitled, before undergoing any such medical treatment, to obtain a second opinion from a medical specialist (hereinafter 'the second medical opinion') and if such second medical opinion differs from the first the matter it will be referred to the South African Sports Medicine

¹ For the purpose of this sub-clause 9.1.5 a match includes any match played by the Player for his club, the Province, a Franchise or SARU and (b) the Player shall be deemed to have played a match if
Collective Agreement 2011

Association for a further opinion, which opinion shall be final and binding on the parties;

- 9.1.9 Complying with the reasonable instructions by the team doctor and / or dietician concerning dietary and other health and / or fitness related matters.
- 9.1.10 Refraining from participating in any hobby or sport which would ordinarily be regarded as highly dangerous or which involves a significant risk of personal injury. Examples of such hobbies or sports include, without limitation, rock-climbing, bungee jumping, sky-diving, water skiing, white water rafting, skateboarding, hang-gliding, quad-biking or motor racing.

10 **Minimum Remuneration**

- 10.1 Subject to clause 10.2 the minimum remuneration payable by a Province to a Player shall be R7 560,00 per month.
- 10.2 Despite clause 10.1, a Province may, subject to clause 11.1 and 11.2 contract a Player for less than the minimum remuneration if, and only if-
 - 10.2.1 The Player is less than 24 years of age at the time the Player Contract is concluded and was contracted by the Province from within the ranks of its junior (under 19 and under 21) players, or
 - 10.2.2 The Province contracts the Player as a Free Agent.

11 **Limitations on players contracted under the Minimum Remuneration**

the Player were on the field for more than 40 minutes of the match, whether continuously or otherwise.

- 11.1 No Province may contract more than 7 (Seven) Players under clause 10.2.1. The Free State, Golden Lions and Western Province may not contract more than 7 (Seven) players under either clause 10.1.1 or 10.1.2.
- 11.2 A Province may not contract Players under both sub-clause 10.2.1 and sub-clause 10.2.2 but must elect to employ only one of the two possible categories of exemption. Therefore if a Province contract one or more Players under clause 10.2.1 the Province may not contract any further Player (s) under clause 10.2.2 and if a Province contracts one or more Player(s) under clause 10.2.2 it may not contract further Player(s) under clause 10.2.1.
- 11.3 Any Province that contracts a Player for less than the minimum remuneration in terms of clause 10.2.1 and 10.2.2 must notify SARPA within 14 days of the names of the Players it has so contracted.
- 12 **Minimum remuneration for Super Rugby, Vodacom Cup and Currie Cup duties**
- 12.1 A Player who trains and play for a Franchise team in the Super Rugby competition must be paid at the minimum monthly Super Rugby remuneration, as set out immediately hereafter for the period the Player so trains or plays.² A Player who trains and plays for a Franchise team for less than a month must be paid the minimum monthly remuneration on a pro-rata basis. The minimum monthly Super Rugby remuneration shall be:
- 12.1.1 R29 500,00 if the Player has not, in any previous year(s) trained or played for a Franchise team in the Super Rugby competition;

² It is recorded that the amount specified in clause 12.1. is payable to the official Super Rugby squad of each Franchise for the period 1 February to 30 July each year.

- 12.1.2 R30 500,00 if the Player has in any previous year(s) trained or played for a Franchise team in the Super Rugby competition.
- 12.2 A Player who is remunerated on a match fee only basis must be paid-
- 12.2.1 In the case of a Player playing in the Vodacom Cup competition a minimum of R1 080,00 per match; and
- 12.2.2 In the case of a Player playing in the Currie Cup competition, a minimum of R2 160,00 per match.
- 12.3 Players playing in Super Rugby matches will be paid a minimum match fee of R3 000,00 and a minimum win-bonus of R3 000,00 . The agreed match fee and win bonus shall be paid to the 22 match Players in the domestic leg of the competition, whilst during the overseas leg of the competition each member of touring squad will receive the match fee and the match 22 Players will received the win bonus.

13 **Injury benefit and insurance cover**

- 13.1 The Western Province shall pay a Player, whilst he is unable to play due to injury, his full remuneration for at least 180 days from the date of injury. The Cheetahs, Griffons, Leopards, SWDRU and Valke shall pay a Player his full remuneration for at least 90 days from the date of injury, and Boland, Border, Eastern Province, Griquas, Lions and Pumas shall pay the Player his full remuneration for at least 60 days from date of injury.³
- 13.2 For the purposes of clause 12.1, a Player who is paid on a match fee only basis shall, regardless of his actual match fees be paid an amount of R5 000,00 per month for the applicable period.

³ For the avoidance of any doubt the parties record that a Province shall be liable for the full 180, 90 or 60 day injury benefit payment even if the Player's contract with the Province terminates during the period of incapacity.

- 13.3 Provinces may before paying any remuneration as contemplated in clause 13.1 and 13.2 insist that such Players undergo a medical examination by a medical practitioner appointed by the Province to establish the nature and extent of the injury and the Player shall, at the Province's request authorise disclosure of the result of such examination to the Province. If the Player is not satisfied with the results of the examination, the Player may obtain a second opinion from a medical specialist of his choice. If the second opinion differs from the first, the matter shall be referred to the South African Sports Medicine Association for a final opinion which opinion shall be final and binding on the parties.
- 13.4 All Provinces other than Eastern Province, SWDRU and Western Province shall require their Players to become members of an income replacement insurance scheme, nominated by SAREO and SARPA jointly⁴ which ensures the Players against loss of income on grounds of incapacity beyond the periods contemplated in clause 12.1. Provided that a Player contracted on a match fee only basis will be the option of insuring himself for the period beyond the period contemplated in clause 12.1.
- 13.5 Any period of incapacity beyond an initial period of 30 days from the date of the incapacity, during which a Player receives a benefit contemplated in clause 12.1 shall be regarded as paid sick leave and thereafter paid annual leave and such period beyond the initial 30 day period will be set off first against any paid sick leave due to the Player and thereafter against any paid annual leave due to the Player.

⁴ The nomination also includes the nomination of the broker.

14 **Medical Aid Benefit**

14.1 Subject to clause 14.2 all Provinces shall require their Players to be members of reputable medical aid schemes which medical aid schemes shall be administered, evaluated and monitored by the jointly appointed medical aid broker of SAREO and SARPA.

14.2 Provinces other than Western Province shall deduct the full monthly medical scheme contribution from their Players' remuneration, and remit it to the relevant medical scheme by no later than the 5th day of the month following the deduction. Western Province shall pay half the cost of the contribution, and deduct the other half from the Players' remuneration. Western Province shall also remit its contributions by no later than the 5th day of the month following the month in which their contributions become payable.

15 **Retirement benefit**

15.1 All Players who are employed on contracts enduring for more than 60 days must become members of the SARPA Retirement Fund. Despite this clause, Players who previously had the option of joining the Retirement Fund within a 24 month period of first becoming eligible to join, and did not, shall not be entitled to obliged to join the fund.

15.2 Provinces shall deduct the monthly contribution due to the Retirement Fund from their Players' remuneration and remit it to the Retirement Fund by no later than the 5th day of the month following the deduction.

16 **Travel and accommodation benefits**

- 16.1 Provinces shall be responsible for the accommodation and travel costs that their Players incur in fulfilling their obligations to their Provinces excluding travel to and from the Players' Home Ground. Provinces may in their sole discretion determine the type and standard of their Players' travel and accommodation and in consultation with their Players decide on the person or persons with whom a Player will share any room. Players will however, be liable for the cost of any room service, telephone calls, and / or personal services they use whilst staying in accommodation provided or paid for by the Provinces. A Province may deduct any such cost from a Players' daily allowance or remuneration and the Player shall be deemed to have authorised such deduction.
- 16.2 Provinces shall arrange and pay for the costs of comprehensive travel insurance to cover their Players' for death, disability, medical expenses and theft or loss of personal effects during periods of overseas travel.

17 **Annual leave**

- 17.1 Players shall be entitled to 24 working days, inclusive of any leave granted to them by SARU, during each 12 month period with a Province. Subject to clauses 17.2 and 17.3 Players must take their leave as and when directed by their Provinces but not later than 6 months after the end of the relevant leave cycle. Players will forfeit any leave not taken within the 6 month period, unless their failure to take such leave is due to the fault of the Province.

- 17.2 Players who participate in the Super Rugby or Vodacom Cup competitions and are not selected by SARU for international duty, shall take at least 12 consecutive days leave commencing two days after the last Super Rugby or Vodacom Cup match.
- 17.3 Players who participate in the end of year Springbok/SARU tour shall take at least 14 consecutive days including non-working days leave commencing no later than one week after the last match of the tour.

18 **Family responsibility leave**

Players are entitled to 3 working days' family responsibility leave in every 12 month period of employment with a Province. In appropriate circumstances Provinces may on compassionate grounds grant their Players additional family responsibility leave.⁵

19 **Sick Leave**

Players shall be entitled to sick leave in accordance with the provisions of the Basic Conditions of Employment Act 75 of 1997 or successor legislation. It is recorded that the Basic Conditions of Employment Act entitles Players, for the first 6 months of their employment with the Province to one days' paid sick leave for every 26 days they are contracted by a Province, and thereafter, in respect of each period of 36 months' that they are contracted with a Province, to an amount of paid sick leave equal to the number of days they would normally be available to play or train during a period of 6 weeks. It is further recorded that the Act entitles a Province to refuse to pay a Player for sick leave where the Player has been absent for more than 2 consecutive days, or on more than 2 occasions, during an 8 week period, without providing a medical certificate confirming any sickness or incapacity causing his absence.

⁵ Family responsibility leave may be taken in the event of the birth of the Player's child, in the event of the Player's child being sick; or in the event of the death of the Player's spouse, life partner, parent, grandparent, adopted parent, child or adopted child or sibling.

20 **Legal representation at citing proceedings**

It is recorded that the Provinces and SARPA are committed to ensuring that Players get prompt access to legal representation at citing proceedings during the overseas leg of the Super Rugby competition. To this end, the Provinces and SARPA have agreed to use their best efforts to ensure that telephone or video-conferencing facilities are available so that Players can be legally represented from South Africa via such facilities. The Provinces and SARPA will endeavour to retain a panel of legal practitioners in both Australia and New Zealand, skilled and experienced in disciplinary hearings, to represent Players in the event that legal representation through video or teleconferencing is unavailable for any reason. The costs of the above will be shared equally between the SARPA and the Provinces.⁶ The Provinces will not contribute to the costs for the domestic leg.

21 **Player Appearances and use of Player Attributes for non-commercial purposes**

21.1 The Provinces may, whilst a Player is contracted to the Province and without additional compensation –

21.1.1 Require the Player to make an Appearance in a Team Context at any function or event;

21.1.2 Use the Player Attributes in a Team Context for the purposes of marketing, advertising and / or promoting the game of rugby, the Province, its teams and / or squads, and or the competitions or tournaments in which the Provinces participate.

⁶ For the avoidance of any doubt it is recorded that such these costs refer only to the costs involved in the overseas leg of the Super Rugby competition.

- 21.2 For the avoidance of any doubt it is recorded that clause 21.1.1 does not authorise the use by the Province of Player Attributes and / or Appearances in a Team Context for its own, or for any other person's financial gain, except for such gains as may naturally and indirectly flow from the promotion of the game or rugby, the province, its teams and / or squads and / or the competitions and / or tournaments in which the province's teams participate.
- 21.3 A Province may, both whilst a Player is under contract to the Province and thereafter, use the Player Attributes in its official publications, such as official year book, magazine, match programme, website and the like, provided that the primary purpose of the publication is to promote the Province rather than making a financial gain.

22 **Player Appearances and use of the Player Attributes for commercial purposes**

- 22.1 Subject to the conditions and limitations set out in clauses 23 and 24 a Province may, whilst a Player is under contract to the Province and without additional compensation to the Player-
- 22.1.1 Require a Player to make an Appearance in a Team Context for the Sponsor and / or a Supplier;
- 22.1.2 Permit a Sponsor and / or a supplier to use the Player Attributes in a Team Context for the purposes of, and / or in connection with, any marketing, advertising or promotional activity of a Sponsor or Supplier.

23 **Limitations on Player Appearances**

- 23.1 The Player shall not be required to make more than 25 Appearances in Team Context per year as contemplated in clause 21 and 22 if he is employed only by the Province, and not more than 12 Appearances in a Team Context per year if he is employed by the Province and SARU.
- 23.2 A Player will be given reasonable notice of any Appearance contemplated in clause 21 and 22 which shall not be less than three days.
- 23.3 Any Appearance for a Province, Sponsor or Supplier must be made in a Team Context.
- 23.4 An Appearance by a Player shall not exceed 3 (three) hours and an Appearance for a golf day or dinner shall not exceed 6 (six) hours in which case it shall be regarded as 2 (two) Appearances by the Player.
- 23.5 The Province shall manage the allocation of Appearances and use its best endeavours to ensure that:
- 23.5.1 Appearances are scheduled to take place when the team has assembled for practice sessions, training camps and / or other tour arrangements;
- 23.5.2 Any Player required to make an Appearance is reasonably available to perform the Appearance without interference with his playing or training commitments.
- 23.6 The Province shall keep records of the number, location, purpose, date and time of appearances made by the Players and provide SARPA with a copy of these within 14 (fourteen) days after requested to do so.

Limitations on the Use of Player Attributes

- 24.1 A Sponsor and / Supplier may only use the Players Attributes in a team context and in a manner that predominantly indicates a relationship or association between the team and the Sponsor / Supplier, rather than between Player and the Sponsor / Supplier. A Sponsor, Supplier or Province may not require a Player to make any personal endorsement of any brand, product or service when making any Appearance on its behalf, and may not use the Player Attributes in any manner that may suggest a personal endorsement by such player of the Sponsor or Supplier and / or its business, brands, products or services, For avoidance of doubt it is expressly recorded that any use of the Player Attributes which is not in a Team Context shall, unless otherwise agreed in writing between the parties, be deemed to constitute a personal endorsement.
- 24.2 A Province may not use or permit any other third party including its Sponsor or Supplier to use the Player Attributes in any manner that harms the Player's good name or offends his moral or religious sensibilities. Whenever a Province is of the view that the use of the Player Attributes may cause harm or offence, the Province will give the Player notice in writing of its intention, or the intention of its Sponsor, to use his Player Attributes. The Player shall then notify the Province of his objection in writing within 48 hours, and state the ground(s) on which he objects. If the Player fails without reasonable cause to object within the 48 hour period, the Player will be deemed to have waived his right to object. The Province will then advise the Player, within a further 72 hours of receiving his objection, whether, despite such objection, it or its Sponsor intends using the Player Attributes. Thereafter, the Player may refer a dispute to expedited arbitration in terms of clause 20.10 of this agreement.

25 **Ownership of promotional material**

Any promotional, marketing or advertising material created by the Provinces and / or their Sponsors or Suppliers as contemplated in clauses 21 and 22 respectively and which contains Player Attributes in a Team Context shall belong exclusively to the Provinces and / or Sponsors, but may only be used for the purposes and subject to the limitations set out in this agreement.

26 **Sponsor branded clothing**

Subject to clause 22 a Province and / or a Sponsor or Supplier may when the Player makes an Appearance on its behalf require the Player to wear branded items of clothing of such Sponsor or Supplier.

27 **Acquisition of Players Attributes outside this agreement**

It is recorded that the Provinces individually and SARPA acting on behalf of the Players are desirous of commencing negotiations with a view to reaching agreement on the acquisition by the Provinces of rights to Appearance and Player Attributes not granted to, or acquired by, the Provinces under this agreement.⁷ SAREO will facilitate the commencement of such negotiations between the provinces and SARPA over the following 12 months.

⁷ Examples of such rights are: the use by a Province of a Player's Appearance or Player Attributes for its own commercial programmes, for example, a merchandising or licensing programme; the use of Player Attributes by a Sponsor for purposes other than promoting an association between the Sponsor and the team, for example, to obtain the Player's individual endorsement of its brand, product or services; the use of Player Appearances outside the prescribed numerical limitations;

28 **Players' use of their Player Attributes**

- 28.1 Players shall not, whilst contracted to a Province and without the prior written consent of the Province enter into or make any agreement or arrangement whether legally binding or not concerning any Appearance or the use of their Player Attributes including but not limited to Appearances or the use of their Player Attributes for the purpose of endorsing, promoting and / or marketing any party, or otherwise engage in any promotional activities or communicate with the media or write for the media or be involved in a radio or television broadcast or enter into any agreement relating to the internet.
- 28.2 Should a Player wish to obtain his Province's consent as contemplated in clause 28.1 the Player shall address a written request to his Province in the form of Annexure 'B'. The Province shall respond in writing within 3 working days of receiving the request and shall either grant or deny the request. Should the Province deny the request it shall provide the Player with brief reasons for such denial.
- 28.3 If a Province fails to respond within the time period contemplated in clause 28.2 above the Province shall be deemed to have granted the request.
- 28.4 A Province may not withhold the consent contemplated in clause 28.2 unless the agreement or arrangement, or promotional activity or communication with the media or writing or broadcast or agreement relating to the internet as the case may be –
- 28.4.1 Relates to direct products or services competitive with those of the Province and / or its Sponsors or Suppliers; or

- 28.4.2 Involves the disclosure of confidential information or is prejudicial to the interest of the Province, SARU, the IRB or the game of rugby; or
- 28.4.3 Tends to bring the game of rugby into disrepute.
- 28.5 When participating in any promotional activity after having obtained a Province's consent, a Player may not unless the Province has expressly given such consent in writing appear in the Provincial jersey, apparel or colours or generally use or apply Provinces intellectual property.
- 28.6 Notwithstanding anything to the contrary in this agreement if an existing agreement⁸ between a Player and his Province concerning any matter set out in clause 28 of this agreement and relating to products or services competitive with those of his province or one or more of its Sponsors, terminates during the term of his agreement with the Province, the Sponsor whose rights are affected shall have the first option of entering into an agreement with the Player on at least similar terms to those offered by such third party. Should the Sponsor elect not to exercise the option the Player shall be entitled to renew the agreement with the third party.

29 **Special provisions relating to footwear and to protective and technical gear**

- 29.1 Provinces shall provide their Players free of charge with the Provinces' apparel. If the Provinces have a technical gear sponsor that provides its Players with technical gear free of charge the Province shall make such technical gear available to the Player free of charge. Players shall wear such apparel and, subject to clause 22 sponsored technical gear to the exclusion of any other when training or playing, or when travelling or otherwise appearing in public as a member of their Province's squads or teams and shall not remove, alter or obscure any logos, brand names or identification devices on such apparel or technical gear.

29.2 Despite clause 29.1 Players may –

- 29.2.1 Wear technical gear of their choice and not that of the Province's technical gear sponsor, provided they remove the name, colours and logos from such technical gear, and provided such technical gear is black;
- 29.2.2 If at the time of signing this agreement a Player has an individual endorsement agreement in respect of branded technical gear other than that of the Province's technical gear sponsor play with and display the trademarks and colours of such sponsor for the duration of this agreement.
- 29.2.3 Wear footwear of their choice (boots, running shoes and cross-trainers) whilst training and playing matches and notwithstanding anything to the contrary contained in clause 29.2 receive endorsement fees or other payments for this.

30 **Renewal by a Player of his technical gear endorsement agreement where there is no right of first refusal in favour of his sponsor**

Subject to a right of first refusal in favour of his Province's technical gear sponsor, a Player shall be entitled to renew any technical gear endorsement agreement between himself and his sponsor. The Player shall afford the Province's technical gear sponsor an opportunity to exercise its right of first refusal by providing the Province's CEO with a written copy of the offer to renew or new offer. The Province's technical gear sponsor shall have 30 days from the date of which the Player provides the CEO with such written offer to match the offer.

⁸ An 'existing agreement' is one that is in existence at the time of conclusion of your contract with the province.
Collective Agreement 2011

31 **Renewal by a Player of his technical gear endorsement agreement where there is a right of first refusal in favour of his sponsor**

- 31.1 If at the time of signing his agreement with his Province a Player has an existing endorsement agreement with a party other than the Province's technical gear sponsor and such agreement contains a right of first refusal in favour of such third party sponsor, the Player shall afford his Province's technical gear sponsor the opportunity of making an offer to the Player prior to such third party exercising its right of first renewal. The Player shall afford the province's technical gear sponsor with such opportunity of providing the Province's CEO with a copy of the agreement, advising the CEO that the agreement is up for renewal and inviting the Province's technical gear sponsor to submit an offer within 14 days of it being delivered to the Province's CEO. If the Provinces technical gear sponsor makes any offer the third party will have the right to match it, and the Player may accept such offer.
- 31.2 The sole criterion for determining whether an offer has been matched under clause 31.1 shall be the financial benefit due to the Player under the agreement.

32 **Termination of contracts by Provinces**

A Province may terminate an agreement with a Player on grounds of the Player's misconduct or incapacity where such misconduct or incapacity is of such a nature that it would warrant dismissal under Chapter 8 of the Labour Relations Act, 66 of 1995. Termination of a Players services on the grounds of misconduct shall be in accordance with the disciplinary code and procedure set out in Annexure C, on grounds of poor performance in accordance with the performance review process set out in Annexure D, and on grounds of incapacity in accordance with the incapacity management procedure set out in Annexure E.

33 **Termination of contracts by the Player**

A Player may terminate an agreement with a Province and claim fair compensation if the Province materially breaches such agreement or makes the continuation of the employment relationship intolerable. Provided that a Player shall not exercise his right to terminate such agreement on grounds of a material breach by the Province without first giving the Province 10 days written notice to remedy the breach, and in the case of alleged conduct rendering a continuation of the employment relationship intolerable, without exhausting the grievance procedure in Annexure 'F'.

34 **SARPA access to Players and time-off for SARPA office-bearers⁹**

- 34.1 Officials and office-bearers of SARPA shall have access to members on reasonable terms and at times to be arranged with the management of the Province concerned.
- 34.2 SARPA office-bearers shall be granted reasonable time off to attend SARPA meetings with due consideration to minimizing the disruption of the training and Playing schedules of such Players.
- 34.3 SARPA shall have the right to acquire all relevant information that reasonably requires in order –
- 34.3.1 To engage meaningfully in collective bargaining;
- 34.3.2 To enable its trade union representatives to perform the functions of representing members in grievance and disciplinary matters and monitoring compliance by the employer with its obligations under this agreement;

⁹ These rights shall be exercised in accordance with the requirements of Annexure G.

- 34.4 All Provinces must deduct, and pay over to SARPA, the SARPA subscription fee of every SARPA member. The Provinces may require SARPA to provide adequate proof of membership.
- 34.5 Provinces must remit the subscription fees to SARPA by no later than the 15th day of the month following the month of deduction.
- 34.6 A Province shall cease the deduction of a Player's subscription fee upon two month of the player giving the province written notice of termination of his SARPA membership.
- 34.7 All Provinces shall deduct from the remuneration of every Player who is not a SARPA member an agency fee equivalent to the SARPA subscription fee.
- 34.8 The Provinces shall remit the agency fee to SARPA in accordance with clause
- 34.9 SARPA shall administer the agency fees in accordance with Section 25(3)(c) and (d) of the Labour Relations Act 66 of 1995.

35 **SARPA complimentary admission to matches**

- 35.1 Each Province shall provide to SARPA, free of charge, premium reserved grand stand seating for a maximum of 6 people and one reserved parking ticket for all rugby matches played at their home stadium, except in the case of international matches where the number of people will be reduced to 4.
- 35.2 SARPA will notify the Province in writing of the number of tickets it requires at least 4 days before each match.

35.3 SARPA and a Province may agree in writing to extend the time in which SARPA must give notice referred to above.

35.4 Provinces shall provide the tickets referred to herein within no less than 3 days prior to the relevant match.

36 **Disputes**

36.1 Any dispute between the parties to this agreement, or between a Province and a Player, arising out of the interpretation, application or implementation of this agreement, or of any employment contract concluded between a Province and a Player, shall be referred to and determined by final and binding arbitration.

36.2 The dispute contemplated in clause 36.1 shall be referred to Tokiso Dispute Settlement Services (Pty) Ltd or, by agreement between the parties, to any other arbitration forum. The parties agree that Tokiso, or other arbitration forum, as the case may be, may give such directions as to the conduct of the proceedings as may be necessary fairly to facilitate the expeditious resolution of the dispute and that the arbitration proceedings will be convened within 21 days after a party has requested it.

36.3 The parties shall share the costs of any arbitration contemplated in this clause 36.

37 **Definitions and interpretation**

37.1 If any definition contains a substantive provision conferring rights or imposing obligations on any party, notwithstanding that it is only in definition clause, effect shall be given to it as if it were a substantive provision in the body of this agreement.

37.2 In this agreement the following words and phrases shall, unless the context indicates otherwise, bear the following meanings-

37.2.1 "Appearance" means a personal appearance by a player in a Team Context for a Province and / or for a Sponsor;

37.2.2 "Club(s)" means any rugby club in South Africa;

37.2.3 "Currie Cup" means the annual South African rugby competition played between the provincial teams of South Africa and known as the Currie Cup;

37.2.4 "Franchise" means a Province or senior partner with one or two junior partners that forms a team that participate in the Super Rugby competition;

37.2.5 "Free Agent" means contracted on the basis that the Player may terminate his contract on 14 days written notice to the Province;

37.2.6 "Home Ground" means the rugby ground which is regarded or accepted as the home ground of a Province or Franchise;

37.2.7 "Nominated sponsor" means –

37.2.7.1 Any one of the maximum of 7 sponsors nominated by the Provinces annually and communicated to SARPA in writing; plus

37.2.7.2 The official title sponsors of the Super Rugby, Currie Cup, Vodacom Cup, Under 21 and Under 19 competition.

- 37.2.8 "Player(s)" means a professional rugby player who is at least 22 years of age and who is contracted by the Province to play for the team;
- 37.2.9 "Player Attributes" means the rights which the Players own and enjoy in respect of their persons, personalities and / or public profiles including, but not limited to, their names, images, likenesses, signatures, voices, reputations and biographical information in the Team Context;
- 37.2.10 "Player(s) Contracts" means the written employment agreement entered into between the Player and the Province / Franchise;
- 37.2.11 "Province" means a rugby province as mentioned in the Constitution of the South African Rugby Union and includes the Company or other entity carrying on its commercial activities and its professional rugby business;
- 37.2.12 "provincial apparel" means the Provincial jersey, shorts and socks, or any official formal and informal Provincial wear;
- 37.2.13 "provincial apparel / technical kit sponsor" means the Sponsor or sponsors who provide a province with apparel and / or protective and technical gear, in terms of a sponsorship contract between the Province and Sponsor;
- 37.2.14 "Remuneration" means the Players' total cost of employment, excluding match fees and win-bonuses;
- 37.2.15 "Retirement Fund" means retirement fund established by SARPA for its members and currently managed by Momentum FundsAtWork;
- 37.2.16 "SARU" means the South African Rugby Union including its successors in title.

- 37.2.17 "Sponsor or Supplier " means any person or entity providing financial or other material benefits to the Province in return for promotional opportunities, and includes sponsors known in the industry as official suppliers or sponsors;
- 37.2.18 "Springbok" means the official name of 15 (Fifteen) man South African Senior National Rugby Team ;
- 37.2.19 "Super Rugby" means annual provincial rugby competition between teams of Australia, New Zealand and South Africa;
- 37.2.20 "Team Capacity" means one or more Players dressed in clothing depicting the intellectual property of the Province (being trademarks, logo's, emblems and team uniforms of the province or the team);
- 37.2.21 "Team Context" means, (a) in relation to Player Appearances, that the Appearances are made in a Team Capacity and (b) in relation to the use of Player Attributes, that the attributes are used with Players dressed in clothing depicting the intellectual property of the Province (being trademarks, logo's, emblems and team uniforms of the province or the team) and in a group of 4 (four) or more Players.
- 37.2.22 "technical gear" means rugby protective and technical playing gear allowed for by the IRB, whether or not such gear is of a protective or comfort or performance orientated nature, and shall include, but not be limited to, shoulder and body pads, headgear, arm guards, gloves, mouth guards, kicking tees, under garments, mitts, etc., or any future product classed as rugby protective or technical gear, but specifically excluding provincial apparel, rugby boots and running shoes / gross trainers.

37.2.23 "the 2011 season" is the period from 1 November 2010 to 31 October 2011.

37.2.24 "the parties" means the members of SAREO on the one hand, and the members of SARPA on the other.

37.2.25 "Vodacom Cup" means the annual rugby competition between the provincial rugby teams of South Africa known as the Vodacom Cup;

37.2.26 A reference to a province shall, unless the context indicates otherwise, include a reference to the Franchise in which the province participates.

DATED at on this day of

AS WITNESSES

1. _____

For and on behalf of SAREO

2. _____

DATED at On this Day of

AS WITNESSES

1. _____

For and on behalf of SARPA

2. _____

ANNEXURE `A`**NOTIFICATION OF INTENTION TO BECOME EMPLOYED OR INVOLVED IN A
BUSINESS OR STUDY AT AN EDUCATIONAL INSTITUTION****1. EMPLOYMENT:**

- 1.1. Proposed employer's name (if more than one employer, provide names of all employers):
- 1.2. Proposed employer's address and telephone number(s):
- 1.3. Proposed duties and daily/weekly/monthly working hours:

2. BUSINESS INVOLVEMENT

- 2.1. Name of proposed Business in which the player will be involved:
- 2.2. Proposed interest in the Business (e.g. as sole proprietor, partner, shareholder etc.):
- 2.3. Time to be spent on proposed Business Activity (estimate):

3. STUDIES

3.1. Name of proposed Educational Institution:

3.2. Course(s) for which Player will be registered:

3.3. Times when Player will be expected to attend lectures:

ANNEXURE `C

DISCIPLINARY CODE AND PROCEDURE

1. Purpose

- 1.1. The purpose of this code is to inform Players of the standards of conduct required of them, and to assist administrators to apply discipline in a fair manner.
- 1.2. The Code will not be applied in an inflexible manner. In particular, the merits of each case will be considered.

2. Principles

- 2.1. Players have rights and responsibilities. They are entitled to be treated fairly, and the Province is entitled to expect satisfactory conduct and performance.
- 2.2. The Provinces endorse the corrective approach to discipline. They will seek to address unacceptable conduct through counseling and warnings, and will only suspend or dismiss Players where they are guilty of serious misconduct and / or have not responded to corrective disciplinary measures.

3. Misconduct and Action to be Taken

3.1. Counseling

The purpose of counseling is to advise the Player that his conduct is unacceptable and to secure his undertaking to address it. Unless the situation demands otherwise, the Province will always consider the use of informal counseling prior to other disciplinary action.

3.2. Warnings

Depending on the seriousness of the offence, and taking all circumstances into consideration, the Province may issue a verbal warning, a written warning or a final written warning. The Province shall ask the Player for his side of the story before issuing a warning.

The person issuing the disciplinary warning must decide the period for which the warning will be valid. The following will be used as a guideline: verbal and written warnings will remain valid for up to 6 months, and final written warnings for up to 12 months. An expired warning may be taken into account as an aggravating factor where a pattern of misconduct has been established, and in cases of serious misconduct.

3.3. Termination of Service

A Player's services may be terminated where the Player is found guilty of misconduct justifying dismissal under the Code of Good Practice: Schedule 8 Labour Relations Act 66 of 1995.

Save in exceptional circumstances, a disciplinary hearing must precede termination of services. The purpose of a disciplinary hearing is to enable the Province to: establish the facts; reach a fair decision regarding the Players' guilt; and decide on an applicable sanction.

A disciplinary hearing should comply with the following principles –

- i. The Chairperson of the hearing must be unbiased. If practicable, the Chairperson should be a person who was not directly involved in the incident. However, there is no duty upon the Province to use an outside Chairperson.

- ii. A Player must be notified in writing of the alleged offence, and the date, time and venue of the hearing. Written notification must be given to the Player at least three working days before the date of the hearing. Should the Player require additional time, he must request a postponement in good time, setting out why the time is insufficient and how much time he needs. The request must be directed to the CEO of the Province.
- iii. At the hearing a Player may be represented by an official of SARPA or a fellow Player, the Player's registered agent or manager, or a fellow player. For the purposes of this clause, a fellow Player means a Player who is employed by the same Province.
- iv. Should the hearing be conducted in a language with which the Player is not fully conversant, the Player shall be entitled to an interpreter.
- v. The Player shall be entitled to call witnesses of his own, and will be given an opportunity to cross-examine any witnesses that the Province calls.
- vi. After the hearing the Province must communicate the Chairperson's decision to the Player in writing.

3.4. Sanctions

Before imposing a sanction for misconduct the Province will take into consideration the guidelines set below.

GUIDELINES FOR IMPOSITION OF SANCTIONS

| NATURE OF MISCONDUCT | SANCTION |
|---|-----------|
| <p>1. VERY SERIOUS OFFENCES INCLUDE OFFENCES SUCH AS:</p> | |
| <p>1.1. Dishonesty of any nature, for example, theft, bribery, fraud, falsification, forgery.</p> | Dismissal |
| <p>1.2. Misrepresentation or false declaration of any nature.</p> | Dismissal |
| <p>1.3. Use or disclosure of confidential information relating to the Province or another Player.</p> | Dismissal |
| <p>1.4. Assault, intimidation, harassment of, or threats to, employees of the Province, supporters etc.</p> | Dismissal |
| <p>1.5. Bringing or attempting to bring the name of the Province into disrepute.</p> | Dismissal |
| <p>1.6. Refusal without good reason to obey lawful and reasonable instructions.</p> | Dismissal |

| | |
|---|---------------|
| <p>1.7. Absence from work without permission and/or not advising the Province for a period of 5 or more consecutive working days without good reason.</p> | Dismissal |
| <p>1.8. Willful or malicious damage to property of the Province and/or of fellow Players.</p> | Dismissal |
| <p>1.9. Willful non-performance.</p> | Dismissal |
| <p>2. SERIOUS OFFENCES INCLUDE OFFENCES SUCH AS:</p> | |
| <p>2.1. Being under the influence of drugs or intoxicating liquor (excluding drugs prescribed by a medical practitioner to remedy a medical condition).</p> | Final warning |
| <p>2.2. Being rude, abusive or unapproachable and exhibiting other disruptive behavior that affects the relationship with colleagues and the Province.</p> | Final warning |
| <p>2.3. Failure to adhere to the Province's laid-down procedures, policies, rules and regulations that apply from time to time.</p> | Final warning |
| | |

| | |
|--|--|
| <p>3. LESS SERIOUS OFFENCES INCLUDE OFFENCES SUCH AS:</p> <p>3.1. Failure to use the Grievance Procedure and instead, discussing grievances with third parties / non-involved Players.</p> <p>3.2. Extended breaks, late arrival / early departure.</p> <p>3.3. Short absences from work without a valid reason or permission.</p> | <p>Written warning</p> <p>Written warning</p> <p>Written warning</p> |
|--|--|

ANNEXURE `D` PERFORMANCE REVIEW PROCEDURE

1. Purpose

The purpose of this procedure is to guide the Province when it has to deal with a poor performing Player.

The underlying approach is that the Province should take all reasonable steps to address under-performance before terminating a Player's contract for poor performance.

2. Identification of performance standards and criteria

At the beginning of the Player's contract the Province will, in consultation with the Player, identify the performance standards that the Player is required to meet, and the criteria for determining whether the Player has met such standards.

3. Continuous review of performance

3.1. The Province will monitor the Player's performance and provide him with feedback on a continuous basis. If the Player's performance is not meeting the required standard, the Province will meet with the Player to identify –

3.1.1. the area / areas in which the Player is under-performing;

3.1.2. the possible causes thereof;

3.1.3. measures to address the under-performance, including reasonable assistance from the Province;

3.1.4. the timetable in which the Player must meet the required standard, which shall be reasonable in the circumstances.

- 3.2. Should the Player not meet the required standard within such timetable the Province will either –
 - 3.2.1. grant the Player a further period of time in which to meet the required standard; or
 - 3.2.2. convene a performance hearing.

4. Performance hearing

- 4.1. The Province may convene a performance hearing on at least 72 hours written notice to the Player.
- 4.2. The Province will conduct the hearing in the presence of the Player and his representative. The player's representative may include a SARPA official or office-bearer, the player's registered agent or manager, or a fellow player.
- 4.3. During the hearing the Province will advise the Player why it is considering terminating the Player's contract.
- 4.4. The Player and / or his representative will have the opportunity to show cause why the Province should not terminate the contract.
- 4.5. After considering the Player's representations, the Province will make its decision and give brief reasons for the decision. In giving its decisions, the Province will respond briefly to the representations made by the Player and / or his representative.

ANNEXURE `E`**GUIDELINES FOR MANAGING TEMPORARY AND PERMENANT INCAPACITY
THROUGH INJURY****Injuries**

Due to the fact that an injury is in most cases temporary of nature and the time period for injuries to heal or players to recover will differ it needs to be managed in a professional manner.

This is also required in terms of the injury income insurance. When a player gets injured such injury must be recorded and lodged notifying to the team management as well as the injury insurer's administrators.

An incident report needs to be completed and submitted as soon as possible but no later the 14 days from the date of such incident. If report is received after 14 days it will be seen as a "late notification". A full medical report also needs to be completed and submitted again to the team management and insurance administrators as soon as possible but no later than 45 days from the date of the injury.

Thereafter on monthly basis there needs to be a Follow-up form completed and submitted to the insurance administrators by no later than the 20th of the month in order to ensure that the player will receive his injury benefit payment which is applicable at that time from the injury insurance service provider.

A doctor appointed by the service provider has authority to monitor all rehab and claims and if required send the player for a second opinion.

Once a player has recovered an Injury Recovery Report needs to be completed and submitted to the insurance administrators.

If injury reports are received after the stipulated time period and deemed a "late notification" the medical team / official or Province will be liable to carry the cost of the late claim, i.e. pay the player when the insurance declines to pay due to late notification.

What procedure should you follow when investigating permanent incapacity due to an injury or illness?

Step#1

The first step involves raising the concerns you, as employer, have with your player about his capacity to perform his job as a result of illness or injury.

- Send a written notice calling the player to a meeting to discuss the extent of the injury or illness. The notice should make it clear to the player what will be discussed.
- The notice is important for record purposes but you may want to call the player in and have a discussion before handing him the notice. This would be a more personal way of approaching the process. Exhibiting concern for the player may help to set a more cooperative tone for the later investigation.

Step#2

The next step is the first meeting. Remember the player may wish to be represented (by a SARPA representative / co-employee / player agent) and this should be allowed. The meeting should cover the following ground:

- Outline and discuss your concerns with the player.
- Invite the player to give input. Remember you are trying to ascertain the **nature, extent, duration** and **cause** of the incapacity.
- Discuss the need for medical examinations, reports and/or certificates

- Discuss the position regarding sick leave and, especially where sick leave has been used up, whether any insured or disability benefits are available. UIF benefits can also be discussed. You should offer to assist the player to investigate and process applications in this regard.
- Agree on what further information is required and how that information will be obtained. For example, you may at that stage only have a medical certificate that provides very little information. You would want a more detailed medical report with a full prognosis on issues such as how long it will take before the player is fully recovered or whether he will recover fully at all. You should try to agree on what further information is required.

Step#3

Once enough information has been obtained to determine the nature, extent, likely duration and cause of the incapacity you should consider how to deal with the problem. Again this should be in discussion with the player and his representative (if applicable).

- You should consider whether the player can be reasonably accommodated, either in another job or by adapting the existing job (with input from the employee).
- If this has not already been done, you should consider whether the player might qualify for temporary or permanent disability benefits or insured benefits.

Step#4

If the player can't be accommodated and you have paid the player as per the SPC and Collective Agreement you may terminate the contract.

1. Always give the player a last opportunity to be heard before you make a final decision to terminate (with the assistance of a SARPA representative or fellow player if that is what the player wants).
2. Prepare and hand to the employee a written letter of termination stating the reason for the termination and indicate what will happen to his benefits such as medical aid cover, cellphone, etc.

ANNEXURE `F` GRIEVANCE PROCEDURE

PURPOSE

The Grievance Procedure is not the same as the procedure contained in the Province's Constitution and Regulations. The purpose of this procedure is to facilitate the expeditious handling and resolving of grievances experienced between the Player (as employee) and the Province (as employer).

WHAT IS A GRIEVANCE?

A grievance is any form of dissatisfaction or feeling of injustice which the Player may have regarding his contract and / or working environment and which warrants being brought to the attention of the Province.

WHY IS A GRIEVANCE PROCEDURE NECESSARY?

1. To assist with conflict management and to promote employment relations.
2. To provide a mechanism for the Player to communicate grievances to the Province.
3. To ensure grievances are settled as speedily as practicable, and at the lowest possible management level.
4. To prevent grievances escalating.

WHO MAY INVOKE THE GRIEVANCE PROCEDURE?

Any Player who has a grievance is entitled to bring this to the attention of the Province. A group of Players is also entitled to bring a grievance to the attention of the Province, provided that they elect a spokesperson to act on their behalf.

WHAT ARE A PLAYER'S RIGHTS WHEN USING THE GRIEVANCE PROCEDURE?

1. The right to representation by a fellow Player or SARPA representative / paid official.
2. The right not to be prejudiced or victimized as a result of raising a grievance.
3. The right to refer a grievance to the next stage of the Grievance Procedure where a level of management has been unable to resolve the grievance.

HOW DOES THE PROCEDURE WORK?

The Grievance Procedure consists of two stages, with the object of resolving the grievance as quickly and at the earliest stage possible.

STAGE 1:

The Player or group of Players who wishes / wish to raise a grievance must do so verbally with the member of management dealing with the issue giving rise to the dispute. The grievance must be reported as soon as possible after the occurrence which gave rise to it. If the member of management to whom the grievance is reported is unable to resolve the grievance within two (2) working days the Player(s) may proceed to stage 2.

STAGE 2:

In this stage the grievance shall be recorded in writing on the standard Grievance Form set out below and lodged with the Chief Executive Officer ('CEO') of the Province. If the grievance directly concerns the CEO, it should be lodged with the Chairman of the Board of the Province.

If the CEO or Chairman of the Board is unable to resolve the grievance within three (3) working days of the grievance being submitted, the Player(s) concerned may declare a dispute and deal with the matter in accordance with the dispute procedure set out in the collective agreement embodying this procedure.

GRIEVANCE FORM

Name of Grievant(s)

Nature of Grievance (Use additional page if necessary)

Required outcome

Name of person to whom grievance verbally reported

Date reported

Signed _____

ANNEXURE `G`

GUIDELINE TO SARPA'S ORGANISATIONAL RIGHTS

1. The Collective Agreement embodying this Code grants SARPA rights of access,¹⁰ time-off for SARPA office bearers to attend SARPA meetings, and stop order facilities for membership dues. These rights derive from the Labour Relations Act 66 of 1995 (‘the Act’).
2. The Act also gives representative trade unions further organisational rights: the right to elect trade union representatives (shop stewards) and the right to information.
3. The purpose of this Code is to provide guidance on the exercise of these rights.
4. ***What rights and privileges is SARPA entitled to?***
 - **Union access** to a Province’s workplace for purposes of recruiting and / or meeting with union members / players.
 - Deduction by a province of union **membership subscriptions** from employees’ salaries and paying these over to SARPA. The amount of the deduction is up to the SARPA to determine.

-
- ¹⁰ The Labour Relations Act provides as follows in respect of the right of access: Any office-bearer or official of a representative trade union is entitled to enter the employer's premises in order to recruit members or communicate with members, or otherwise serve members' interests.
 - A representative trade union is entitled to hold meetings with employees outside their working hours at the employer's premises.
 - The members of a representative trade union are entitled to vote at the employer's premises in any election or ballot contemplated in that trade union's constitution.
 - The rights conferred by this section are subject to any conditions as to time and place that are reasonable and necessary to safeguard life or property or to prevent the undue disruption of work.

- **Election** of SARPA representatives (shop stewards).

- **Special leave** for SARPA activities, during normal working hours i.e. when players who have been elected as office bearers want time off from their normal duties for union purposes the law does not stipulate the amount of leave to be given, only that such demands must be reasonable. Most employers grant between two and ten days per year.
 - Attend union conferences, meetings and training course

 - Attend grievance and disciplinary hearings to represent the accused player

 - Check whether Provinces are keeping to the law in their treatment of players.

- **Disclosure of information.** SARPA can call for **any** information necessary to enable its representatives to represent players at disciplinary or grievance hearings, or to check on the treatment of players. Note: there are various exclusions/exceptions laid down by the Act where the employer may not divulge certain information, including confidential, legally privileged information, etc.

- **No short notice** regarding the movement or rescheduling of practice sessions while there is a SARPA meeting scheduled.

- A **minimum of 1 hour** allowed for SARPA meeting with players.

- **Team management** is **not allowed** to attend the SARPA meetings other than by invitation from SARPA.