

PARTNER
Skopje

AGENCY FOR TEMPORARY EMPLOYMENTS
Providing the temporary workers
-General Conditions

Application

- These general conditions are valid and applicative for all offers and contracts related to the providing the workers for conducting the temporary work in the employer as the beneficiary, hereinafter: client.
- The conditions and agreements that are in digression with the general conditions shall be valid if the Agency for Temporary Employments shall in written notify these divergences.

Introduction – Definition

The professional activity of the Agency for temporary employments (ATE) is to provide workers for definite time, for clients who temporary need personnel.

The Contact on engagement can be concluded with each firm, company, who has interest, need for engagement of temporary worker.

ATE Partner is an expert in the area of workers provision and in these frames shall do anything to meet the wishes of the clients. But, having in mind that the labor market is very much unpredictable, ATE Partner in not in position to guaranty that shall always, in whole meet the wishes and requirements of the clients.

The temporary worker is only formally employed in ATE Partner and is engaged to execute works on behalf of and on account on the client, even thou they have not concluded contract. Because the temporary worker works for the client, the client is responsible for the instructions and supervision on the temporary worker on the working place.

Before the employment is achieved, it is needed the ATE Partner and the client to agree on many issues, such as: type of work needed to be performed by the temporary worker, duration of it, required qualifications of the temporary worker who shall be provided, provision for ATE Partner etc..

The contract for engagement of the worker obligatory is concluded in written form and contains the following data: general information of both sides, duration of the period of the temporary worker engagement; amount of salary, work and tasks description etc. . (Act on Agencies of Temporary Employment).

The working status for temporary period – the temporary worker engagement and the Agency for Temporary Employments.

For explanation of the place and the role of the mentioned sides: client, worker and ATE Partner, as well as their mutual relations, for each of them are given short definitions, as follows:

- **General contract for providing the worker on temporary period**

The Contract for cooperation between the ATE Partner and the client, to whom the ATE Partner is obliged to provide the client with workers in any time that they shall have the need for temporary workers.

- **Contract for temporary employment**

The Contract for employment according to which, the Agency from one side offers to the other side the individual worker on disposal on the client, for temporary time, for performing the activities on behalf of and on account on the client.

-**The Agency of temporary employment**

The Legal entity who offers the temporary worker on the disposal of the client.

- **The temporary worker**

Personal entity who concludes contract for temporary employment with the Agency of Temporary Employment

-**Potential temporary worker**

Personal entity registered in the Agency of Temporary Employment as the potential temporary worker.

- **Client**

The firm beneficiary of the Agency of Temporary Employment services, the firm who engages workers from the Agency for a considered needed period for additional workers.

Notes:

To avoid illegal distinction, especially based on religion, gender, political beliefs, race or on the other relations in providing the information on

employment, the client has no rights to submit demands that are not relevant for the work, neither the ATE Partner shall consider any of these demands.

I. Candidates Recruitment

Recruitment of temporary workers

- ATE PARTNER registers the personal entities as the potential temporary workers.
- Member of ATE PARTNER can be any person older than 15 years (students, unemployed, pensioners)
- With the registration, the temporary workers shown their interest in temporary employment and ATE PARTNER assures them that they are possible candidates for temporary employment.
- The registration of the person is not obligatory for the ATE PARTNER to offer temporary employment and in the same time the said registration is not obligatory for the workers to accept every offer for temporary employment.
- On the ATE PARTNER request, the future temporary workers are obliged to provide ATE PARTNER with the information for their working experience, before the start of the work on the temporary employment, that has been offered.
- After the end of the Contract on temporary employment, the temporary workers remain to be registered at ATE PARTNER, and the said registration shall end till it shall be terminated by the side of the temporary worker or ATE PARTNER.
- Before conclusion of the Contract for temporary employment, ATE PARTNER offers information to the temporary worker about the type of the work, working hours, the payment kind etc..

Note:

ATE PARTNER has right without any explanation to refuse receiving the members – the potential workers.

II. THE START OF TEMPORARY EMPLOYMENTS

Start of the temporary employment

Contract on temporary employment

- The client has to, in written , to inform ATE PARTNER about the intention to engage temporary worker, before realizing its intention;
- If it is not differently defined in the Contract on temporary employment, the Contract shall be considered as concluded on the day when the temporary worker starts the agreed work in the client;
- Contract on temporary employment is concluded for definite time (with defined date or for defined time period) and is not valid after this defined period;
- If it is not differently defined, the Contract may be cancelled before the validation period.
- If it is foreseen the possibility for cancellation of the Contract, in that case may be defined cancellation deadline;

The cancellation deadline may vary in dependence on the period of concluded contact, as follows:

- For engagement of the workers till 1 month – the cancellation deadline 5 days
- For engagement of the workers till 3 months – the cancellation deadline 14 days
- For engagement of the workers till 6 months – the cancellation deadline 30 days
- For engagement of the workers till 12 months – the cancellation deadline 60 days

Note:

ATE PARTNER has right without any explanation to refuse to conclude contract with certain firm-client.

III CLIENT

Rights and obligation of the client/

Description of the work and working place

- The client is obliged to follow strictly with confidence all registered personal data of the temporary provided workers by the ATE PARTNER, during and after the validation of the Contract for temporary employment.
- Before the conclusion of the Contract for temporary employment, the client is obliged to supply the Agency with the information with description of the work which has to be performed by the temporary worker; working hours, duration of the work; position and conditions for work related to the temporary worker, as well as foreseen duration of the contacts.
- The client is obliged to inform the Agency about each change of the address (residence), the change of the name and all other changes that shall appear in the deadline of 15 days, from the day of change appearing.
- The client is obliged to provide the Agency with information about the required professional qualifications of the temporary worker.
- The client shall not engage temporary worker until the moment the temporary worker is not able to conclude contract for work with ATE PARTNER, if his engagement in the other employers have not ended.
- The client is responsible for management and supervision on the work performed by the temporary worker.
- The client is obliged to provide the space, equipment and tools with which the temporary worker has to perform the work for the client, and to provide instructions for protection at work of the temporary worker.
- The client in relation with the temporary worker as his employer, in that sense should respect the provisions of the Labor Law, the Law on Agencies for Temporary Employments and Low on Protection at Work in relation with protection at work and special protection on certain worker groups.

-If the worker shall undergone industrial accident or professional sickness, the client is obliged immediately to inform the responsible bodies and to urgently ensure that shall be submitted the report about the accident with listed all related facts based on which

shall be determined the volume of the accident as the result of not undertaken all necessary protection measured against industrial accident or professional sickness.

The client has the obligation to pay refund to the temporary worker for all lost as the result of the accident at the work performance or professional sickness.

- If the temporary worker engaged in the client is temporary absent from work due to sickness, in that case ATE PARTNER and the client agree if it is needed replacement of this worker, with condition, after his recovery, the temporary worker returns to work.

IV AGENCY FOR TEMPORARY EMPLOYMENTS

Rights and obligations of ATE Partner

- **The ATE Partner's** activity is to provide the client who needs temporary personnel with temporary workers. The Agency continuously recruits workers, train them and keep them ready for employment.
 - **The ATE Partner** keeps the right to replace the temporary worker or to cancel the contract for temporary employment, if estimates that there are conditions for it.
 - **The ATE Partner** shall not be responsible before the client for the damage or the lost which caused the temporary workers to the client or third persons.
 - Before the start of the working of the client, **the ATE Partner** is obliged to inform the temporary worker for the professional qualifications that are required for the offered working place, as well as for the possible risks that may appear as the result of the engagement and the way of handling them.
 - **The ATE Partner** should secure that the client, at supervision and management, has the same respect for temporary worker as the for the long term employees.
 - **The ATE Partner** is obliged to behave as a good employer. In case the **ATE Partner** does not meet the obligations, and due to it the working process is suffering, **ATE Partner** is obliged to pay fees to the client.
- The ATE Partner** in any time may submit requirement –proposal to client for replacement of one temporary worker with another, without any changes of the contract for temporary employment.

V. TEMPORARY WORKER

Rights and obligations of the temporary worker

- The temporary worker is obliged in all communication with **ATE PARTNER** and client, always, unconditionally, to legitimate himself with the **ATE PARTNER** membership card.
- The temporary worker is obliged to perform the work under the client supervision and management and to pay respect to **ATE PARTNER** and client regulations.
- The temporary worker is obliged to behave as a good worker in the client.
- If the temporary worker behaves inappropriate, he shall be undergone to sanctions as admonition, suspension (without payment of fees –salary) or to be fired.
- The worker has right to require, before to be send to work at the client, to be explained the nature of work, the needed qualifications, eventual risks that can appear during work performance, etc..
- The worker is obliged to act with strict confidentiality to the confidential information related to the client and his professional activities.
- The rights on annual holiday, can be realized by the temporary worker in case when he is engaged by the employer in continuity, for the period longer than 6 months.
- The temporary worker has no right on unpaid absence from work.
- If the temporary worker accepts to be engaged in certain company known the all rights and obligations for the appropriate working place, to sign the contract for employment, but if on the agreed day he does not appear on the working place, he is obliged to pay penalty in the amount of 30% of the agreed net salary.

The temporary worker, in his engagement has right to require from the firm of engagement to be provided with protective equipment, depends on the type of the work. The temporary worker is obliged to use the protective equipment during the time of his engagement, if the working process requires this work.

- The temporary worker has right to refuse to perform the work if the client has not provided the protective means or if the work is risk for the worker health and life, or the same is not enough and appropriate qualified for the work.

- If the temporary worker does not require provision of protective means or he does not use them at the working process and due to this he is hurt neither the ATE PARTNER, or neither the client bears any responsibility.
- All temporary workers compulsory are insured against the accidents. The ATE PARTNER provides the collective insurance for all engaged temporary workers.
- All misunderstandings that can appear on the relation temporary worker – client, and vice versa, shall be solved only with participation and in time reported to ATE PARTNER.

Note: The temporary worker is not aloud to misuse for his personal need or to handle to the third person the data considered as client professional secret, classified by the client with special document, that have been trusted to the temporary worker or he become familiar with them in some other way .

The temporary worker is responsible for betray of the professional secret if he knows or should've known about such character of the data.

VI PAYMENT

Work and working time

When concluding the Contract for engagement of the temporary worker, the client should submit description of the work that has to be performed by the temporary worker. The work may be changed during the engagement, upon the request submitted by the temporary worker or by the ATE PARTNER. If the temporary worker should perform work on the lower qualified level of working place, his salary should remain unchanged.

The working time of the temporary worker, the number of working hours, the time for brake, shall be equal to the normal working time and hours that are applied in the firm-client, if it is not differently agreed at the conclusion of the temporary employment contract between ATE PARTNER and the client. In case the temporary worker performs the work longer then the normal working time, than those hours shall be considered as overtime work. The brakes and special absences shall be in accordance with the Labor Law.

The ATE PARTNER should be acquainted with all interruptions that may appeared in the engagement of the temporary worker. The client has obligation to continuously inform ATE PARTNER and for the appeared interruptions in the engagement of the temporary worker, so the ATE PARTNER could appropriately respond, if such interruptions shall be longer of a few days in continuity.

On the beginning of each engagement, the temporary worker is provided with the forms for registration for the time spent on work.

The amount of the salary that the temporary worker receives, shall not be lower than the salary of the employee of the client for the same works and if there is not such worker, than of the salary of the worker who is engaged on the similar works (Law on Agencies for Temporary Employments)

The temporary workers engaged by the ATE PARTNER has rights on all payments from salary as the persons who are regular employees in the client (payment for food and transport, for annual holiday – if these are payable in the client, etc.).

Fulfill of the form is done each day with evidence of number of hours spent on work (including special evidence of the overtime hours), realized by the worker. The form is given to the client for signature and he approves it with his signature. Such submitted forms in the Agency are base for invoice for the client.

ATE PARTNER executes the payment of the temporary workers trough Bank Saving Book, upon the payment of the invoice by the client.

ATE PARTNER has no obligation to pay salary to the workers engaged in the client before the invoice payment.

ATE PARTNER has obligation to execute payment of unpaid salaries to the workers after the 3 months from the beginning of their engagement in the client.

The client should pay each invoice submitted by the Agency in due time of 8 days, calculated from the day of invoicing. If not, the client shall be obliged to pay default interest rate.

The Agency for temporary employments has the obligation to submit the temporary worker with the detailed report for each paid salary, the taken amounts, if any, the amount of taxes, contributions etc..

In case that may appear some differences in the forms delivered to ATE PARTNER and the copies hold by the worker as his copy, shall be valid those delivered to ATE PARTNER.

Special obligations for payment
(result of non fulfillment of he contract)

1. When ATE PARTNER does not fulfill the contract

- If ATE PARTNER miss the fulfillment of its obligations and this led to direct damage in the client,
- If person sent to work does not respond to the profile defined by the client.
- If misses or does not send person to work and the client is not informed about it (one working day in advance).

In that case, ATE PARTNER is obliged to pay fees to the client in the amount of 30% of agreed net salary of the temporary worker.

2. When the client does not fulfill the contract

- When the temporary worker comes to the agreed place and time to start to perform the agreed work, and due the client guilt does not begin the performance of the agreed work.
- In accordance with the contract for temporary employment of workers, the engagement shall be less than 15 hours weekly, and with the contract is not defined or is not clearly defined the weekly work volume.

In the both cases the client shall be charge to pay the Agency fees in the amount of 30% of agreed net salary

VII TARIFF –provision

ATE PARTNER its services shall charge from the client.

The amount of the fees that **ATE PARTNER** shall required from the client depends on the number of workers engaged in the clients from the **ATE PARTNER**, duration of the contract for engagement of the workers, as well as if **ATE PARTNER** should need to provide the other workers with the upgrade training or to upgrade the qualifications, etc..

The client shall be charged to pay to **ATE PARTNER** until the moment the **ATE PARTNER** keeps with the agreed conditions defined in the general contract for providing the workers.

