

# CONTRACT OF EMPLOYMENT

entered into between

\_\_\_\_\_  
(hereafter referred to as the "Employer")

and

\_\_\_\_\_  
(hereafter referred to as the "Employee")

Commencement date: \_\_\_\_\_

We welcome you to \_\_\_\_\_

The Employee's Terms and Conditions of Employment with the Employer will be as follows:

## 1. **POSITION AND DUTIES**

- 1.1 The Employee will be employed in the position of \_\_\_\_\_. The Employee's duties and responsibilities reasonably expected of such a position will be discussed with him/her. The Employee, by accepting the terms and conditions of this Contract of Employment, hereby agrees to fulfill his/her duties loyally as well as endeavour to promote and extend the business of the Employer.
- 1.2 The Employer shall be entitled to request the Employee, from time to time, to carry out the whole part of his/her duties in the business of any of the Subsidiaries and Co-Subsidiaries of the Employer, in which event the terms and conditions of this agreement shall apply thereto.
- 1.3 These conditions shall apply and continue to apply for as long as the Employee is employed by the Employer, irrespective of any changes in his/her capacity and irrespective of variations of any other terms hereof.

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**2. ACCOUNTABILITY**

The Employee will be accountable to \_\_\_\_\_.  
Should he/she have any queries or problems concerning the Employer,  
they are to be brought to the attention of \_\_\_\_\_  
who will do his/her best to advise him/her or resolve the problem.

**3. PERIOD AND TERMINATION OF EMPLOYMENT**

- 3.1 The contract shall be subject to a trial period of 3 (three) months, during which period 2 (two) weeks' written notice may be given by either the Employer or Employee at any time.
- 3.2 The period of employment under normal circumstances will be for the duration of the contract and will be applicable after the trial period has expired with retrospective effect.
- 3.3 During the first 4 (four) weeks of employment, the notice period will be 1 (one) week.
- 3.4 The contract shall continue until the retirement age of \_\_\_\_\_ and shall be subject to 4 (four) weeks' written notice after one year or more.
- 3.5 The Employer may terminate the Employee's employment summarily (without notice) for any cause recognised in law as sufficient and for any material breach of his/her conditions of employment.
- 3.6 In the event of dismissal, an Employee shall have been dealt with in accordance with the Employer's disciplinary procedure with regard to the different reasons thereof. The Employee has a right to a fair dismissal.
- 3.7 In the event of retrenchment due to reasons based on the Employer's financial or operational requirements the Employee shall be compensated in the form of severance pay equal to at least one week's remuneration for each completed year of continuous service with the Employer.
  - 3.7.1 The minimum amount severance pay payable to the Employee will be subject to changes in the relevant legislation. The Employee hereby declares that no amount severance pay in excess of that statutory minimum shall be claimed from the Employer prior to and after the Employee's retrenchment or at any other stage.
  - 3.7.2 In the event of retrenchment, an Employee shall have been dealt with in accordance with basic retrenchment procedure

with regard to the reasons thereof. The Employee has a right to a fair retrenchment.

3.8 All implements used in carrying out his/her duties; equipment uniforms, books of accounts, records, technical data, advertising matters, samples, papers and correspondence concerning or containing reference to the Employer, it's Customers, Principal(s), remains the express property of the Employer, which shall be handed back to the Employer on termination at any time whilst still in the Employer's employ.

3.8.1 Any money or loans due to the Employer shall on termination of this Contract of Employment be returned to the Employer and if not returned; the Employee consents that such money or loans may be deducted from the salary due to the Employee.

#### **4. HOURS OF WORK**

4.1 Normal working hours of the Employee will be from \_\_\_\_\_ until \_\_\_\_\_, however, the Employee will be obliged, within reason, whenever called upon by the Employer, to co-operate with the Employer, to work overtime under special circumstances.

4.2 The hours of work will be subject to the relevant legislation currently in force.

4.3 The Employee shall be entitled to a meal interval; subject to current legislation. Meal intervals shall not form part of hours of work.

4.4 The Employee is excluded from the Basic Conditions of Employment Act and due to the fact that the Employee is either part of senior management or falls outside of the exclusion of Employees earning in excess of the statutory provisions as promulgated from time to time.

#### **5. OVERTIME**

5.1 The Employee agrees and undertakes to perform such overtime duties as the Employer may reasonably require from time to time, provided this does not exceed the limitations laid down in relevant legislation.

5.2 Except in cases of emergency the Employer will give as sufficient time as possible in notifying the Employee of such overtime to be performed.

5.3 Overtime shall be calculated according to stipulations in the relevant legislation.

5.4 Management will advise timeously of the time and date of stock take and every employee is to be present.

**6. ANNUAL LEAVE**

Annual leave shall be taken at a time which is convenient to the Employer, subject to provisions made in relevant legislation currently in force.

**7. SICK LEAVE**

7.1 The Employer will grant to the Employee not less than 36 (thirty six) weekdays sick leave in the aggregate during each cycle of 36 (thirty six) consecutive months of employment with the Employer, on full pay, provided that the first 6 (six) consecutive months of employment the Employee shall not be entitled to sick leave on full pay at the rate of more than 1 (one) week day in respect of each completed month of employment.

7.2 The Employee must produce a valid medical certificate in respect of any period of absence due to medical reasons.

7.3 The Employee further agrees that should he/she be absent from work on a Monday, Friday or any day before and/or after a public holiday, he/she will furnish the Employer with a valid medical certificate.

7.4 Sick Leave together with Maternity Leave and Family Responsibility Leave shall be subject to relevant legislation currently in force.

**8. FAMILY RESPONSIBILITY LEAVE**

Provided the Employee has been employed for longer than 4 (four) months, the Employee will be entitled to 3 (three) days paid family responsible leave per annual leave cycle. Any unused family responsible leave, lapses at the end of the annual leave cycle in which it accrues.

**9. RULES AND REGULATIONS**

The Employee will be required to adhere to the Employer's disciplinary code and code of conduct as well as the disciplinary and grievance procedures in place.

**10. SECURITY**

10.1 The Employee agrees to submit himself/herself to such security measures as may be implemented by the Employer from time to

time, including measures taken to conduct searches by any person duly authorised to carry out such searches.

- 10.2 The Employee further undertakes not to disclose to any other person, or business, any information whatsoever given to him/her by the Directors of the Employer and/or their deputies, whether during or subsequent to the period of employment.

## 11. **REMUNERATION**

11.1 The Employee shall be paid a salary of R\_\_\_\_\_ per \_\_\_\_\_.

11.2 The Employee's salary shall be payable \_\_\_\_\_ in arrears by bank transfer.

11.3 The Employer shall be entitled to deduct any amount that they are legally bound/entitled to, by relevant legislation currently in force.

11.4 The Employer shall be entitled to deduct any other amount in respect of which he/she written consent has been given.

11.5. Increases in basic wages and overtime payments will be made at managerial discretion.

11.6 The Employee shall not automatically be entitled to an annual/monthly bonus, which is considered by the Employer to be a privilege and not a vested right, but the Employer may at its discretion, depending on the Employee's performance and the Employer's financial results, pay to the Employee, an annual/monthly bonus.

11.7 The Employer views the remuneration as a confidential matter, therefore the Employee is expected to treat this matter accordingly.

## 12. **FURTHER ADDITIONS**

### 12.1 **Medical Aid**

At any given time the Employer may propose such and determine whether said will be compulsory or not; otherwise it shall be his/her own responsibility to acquire medical aid of his/her own.

### 12.2 **Provident Fund**

At any given time the Employer may propose such and determine whether said will be compulsory or not; otherwise it shall be his/her own responsibility to contribute to a provident fund of his/her own.

**13. SAFETY REGULATIONS**

The Employee will be required to adhere to all Safety rules and regulations in place at the Employer, failure to do so will result in disciplinary action being instituted.

**14. OUTSIDE ACTIVITIES**

The Employee may not, without written permission and/or consent of the Employer:

14.1 be engaged in work for remuneration or otherwise outside the service of Employer; or

14.2 be associated with the conduct of any activity and enterprise that may conflict with his/her duties and the Employer's interest.

**15. RESTRAINT OF TRADE AGREEMENT**

The Employee shall in no circumstance, after termination of this Contract of Employment, in any way enter into agreement with a competitor of the Employer, or for the previous employee's own account enter into competition with the Employer; using specific knowledge, marketing and/or practical techniques and information obtained at the Employer whilst in it's employ.

**16. PRESS STATEMENTS AND/OR STATEMENTS TO OTHER PARTY(IES)**

The Employer shall not issue and/or induce other parties to issue press statements and/or place and/or induce other parties to place editorial and/or advertising matter with the media without the Employers written consent and/or the Employers request. The Employee is not permitted to make any statements whatsoever on behalf of the Employer intended for public consumption without the permission of the Employer.

**17. UNDERTAKINGS TO CUSTOMERS - SUPPLIERS - PRINCIPALS**

The Employee is not permitted and shall at all times take care not to give undertakings, make representations or enter into agreements whether verbal or in writing with the Employers Customers, Suppliers, Principal(s), or other parties which may cause the Employer's loss, damage and impair it's good name.

The Employee shall at all times act in a responsible and professional manner to protect the Employers interest.

**18. IRREGULARITIES**

It is the duty of the Employee to report any irregularities noticed on the part of the other Employees, in particular where it causes loss and harm to the Employer at all times.

**19. PERSONAL FINANCIAL AFFAIRS**

An Employee, in a key position, will conduct his/her personal financial affairs in such manner that it becomes neither an embarrassment to the Employer nor interferes with his/her performances in any way whatsoever.

**20. FREEDOM OF ASSOCIATION**

The Employer subscribes to the principle of freedom of association. As such, the employees may choose to join any trade union of their choice.

**21. CONFIDENTIAL INFORMATION**

21.1 The Employee hereby acknowledges that by virtue of his/her employment with the Employer, he/she shall have access to the Employer's trade secrets, including but not limited to, the knowledge of the operations, present and potential clients, contractual arrangements, financial details of the Employer's relationship with its clients, as well as all other matters, which relate to the business of the Employer and in respect of which information is not readily available in the ordinary course of business to a competitor of the Employer.

22.2 In order to protect the Employer's proprietary interests in the trade secrets, the Employee agrees and undertakes that for the duration of this agreement and thereafter;

23.3 any records relating to the trade shall be deemed to be the property of the Employer and shall be surrendered to the Employer upon the termination of the employment;

24.4 he/she will not use any of the trade secrets/records or disclose such information to any other person without the written consent of the Employer.

**25. DISCIPLINARY CODE / PROCEDURES AND GRIEVANCE PROCEDURES**

The Employee shall be subject to and agree to abide by the Disciplinary Code/Procedure and Grievance Procedures of the Employer as determined from time to time. The current Disciplinary Code / Procedure

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and Grievance Procedures of the Employer are at the Employee's request / convenience, to his/her disposal at a time and place suitable for inquiries.

**26. STRIKE**

- 26.1 The Employee shall not participate in unprotected industrial action nor shall the Employee absent himself/herself from his/her place of employment because of unprotected industrial action.
- 26.2 If the Employee contravenes the provision of 21.1 above, the Employer shall be entitled to terminate his/her employment summarily.
- 26.3 In the event of the Employee participating in industrial action or absenting himself/herself from his/her place of employment in consequence of industrial action, the Employer shall be entitled to apply the policy of no work no pay, irrespective of whether the industrial action is protected or unprotected.

**27 DRESS CODE**

The Employer wishes to portray an air of professionalism in all its business dealings. The Employee agrees to dress on a professional manner and if applicable, to wear the safety clothes when necessary.

**28. UNIFORMS (IF APPLICABLE)**

- 28.1 The Employee is required to be neatly dressed in an employer's uniform during working hours. Uniforms remain the property of the Employer and the Employee is expected to handle it with care.
- 28.2 The Employer's Disciplinary Code and Procedure will regulate the responsibilities of the Employee concerning his/her obligation to wear and care for uniforms.

**DECLARATION**

I, \_\_\_\_\_ the undersigned, hereby acknowledge that the above conditions 1-28 have been explained to me and that I understand the contents thereof fully and accept these terms and conditions as binding upon me during my period of employment and undertake not to contend to the contrary.

\_\_\_\_\_  
**EMPLOYEE**

\_\_\_\_\_  
**ID NUMBER**

\_\_\_\_\_  
**DATE**

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We look forward to a mutually beneficial relationship.

Yours faithfully

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**COMPANY NAME**

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