

Written particulars of employment

- (1) An employer must supply an employee, when the employee commences employment, with the following particulars in writing—
- (a) the full name and address of the employer;
 - (b) the name and occupation of the employee, or a brief description of the work for which the employee is employed;
 - (c) the place of work, and, where the employee is required or permitted to work at various places, an indication of this;
 - (d) the date on which the employment began;
 - (e) the employee's ordinary hours of work and days of work;
 - (f) the employee's wage or the rate and method of calculating wages;
 - (g) the rate of pay for overtime work;
 - (h) any other cash payments that the employee is entitled to;
 - (i) any payment in kind that the employee is entitled to and the value of the payment in kind;
 - (j) how frequently remuneration will be paid;
 - (k) any deductions to be made from the employee's remuneration;
 - (l) the leave to which the employee is entitled;
 - (m) the period of notice required to terminate employment, or if employment is for a specified period, the date when employment is to terminate;
 - (n) a description of any council or sectoral determination which covers the employer's business;
 - (o) any period of employment with a previous employer that counts towards the employee's period of employment;
 - (p) a list of any other documents that form part of the contract of employment, indicating a place that is reasonably accessible to the employee where a copy of each may be obtained.
- (2) When any matter listed in subsection (1) changes—
- (a) the written particulars must be revised to reflect the change; and
 - (b) the employee must be supplied with a copy of the document reflecting the change.
- (3) If an employee is not able to understand the written particulars, the employer must ensure that they are explained to the employee in a language and in a manner that the employee understands.
- (4) Written particulars in terms of this section must be kept by the employer for a period of three years after the termination of employment.