

	Reference number	Date of Issue
Document Name	Contract of Employment	

Employee Name	
Employee Surname	
Employee ID Number	
Employee contact number	
Physical Address	
Postal Address	
Employee Name	
Employee ID Number	

The company and the employee agree as follows:

1. Nature of employment

- 1.1. The company shall employ the employee and the employee shall serve the company in the capacity of _____.
- 1.2. It is recorded that the employee's starting date of employment with the company is the _____.
- 1.3. The company shall employ the employee and the employee shall serve the company in the capacity as aforesaid, or in any other such capacity of a like status as the company may require from time to time.
- 1.4. The employee hereby acknowledges that the nature of the business and the operational requirements of the corporation may require that he/she be transferred to other departments within or be transferred to another branch of the corporation, and/or be assigned to perform duties other than those which he/she was employed to perform.

2. Probation

- 2.1 The first three (3) months of the employee's employment will constitute a probationary period during which the employee's performance and suitability for the position will be assessed. During this period the company will give the employee reasonable evaluation, instruction, training, guidance or counseling in order to allow the employee to render a satisfactory standard of performance.

3. Remuneration

- 3.1. The employee's remuneration with the company shall be the sum of R_____ per week/month, payable weekly/monthly in arrears.
- 3.2. It is recorded that all remuneration increases within the company are based upon company assessment of the employee's individual work performance and abilities, together with the overall financial performance of the company's business as a whole during the preceding financial year. This contract does not create any expectation of guaranteed remuneration increases, any remuneration increases is solely within the discretion of the company.
- 3.3. The company will abide by stipulated minimum wages promulgated in terms of any relevant legislation from time to time.
- 3.4. The employee's salary will be paid monthly in arrears less any statutory deductions which the employer is required to make (including UIF and PAYE) and any other deductions to which the employee has agreed including but not limited to the following:
- 3.4.1 deductions to which you have agreed in respect of benefit contributions and the like;
- 3.4.2 In the event of an employee becoming lawfully indebted to the employer in a liquidated amount for any reason whatsoever, the employee hereby irrevocably authorizes and empowers the employer to deduct the amount of such indebtedness from any remuneration or emolument or other monies due and owing at any given time by the employer to the employee provided, however, that should there be any shortfall, the employee agrees and undertakes to immediately pay such shortfall to the employer upon termination of his employment. The employee hereby consents to and agrees that in the event that his/her services are terminated for any reason whatsoever, the corporation may deduct all amounts owing to the corporation from any amounts due to the employee, including provident fund, on the date of termination of services. The employee is furthermore required to sign acknowledgement of debt with their relevant manager as soon as they become indebted.

4. Annual bonuses

- 4.1. All annual bonuses paid by the company to employees are discretionary and not guaranteed. In exercising its discretion, the company will take the employee's performance into account, as well as the financial situation of the company and its ability to pay such annual bonus.
- 4.2. In the event of annual bonuses being paid by the company to employees, such bonus will be paid at the end of a particular calendar year.
- 4.3. Annual bonuses will furthermore be payable to employees who are actually employed by the company at the time of the payment of the said annual bonuses, and no bonuses whatsoever shall be payable to employees not in actual employment of the company at such time.

5. Employees powers and duties

- 5.1. As an employee of the company the employee shall:
- 5.1.1. Perform all such duties and exercise all such powers in relation to the business of the company as may from time to time be vested in or assigned to him/her by the company;
 - 5.1.2. Comply with all directives from time to time given to him/her by the company and with all rules and regulations from time to time laid down by the company concerning its employees;
 - 5.1.3. Abide by bone fide work practices in her/his relationship with the company and/or its clients;
 - 5.1.4. Devote the whole of his time, attention and abilities during business hours to the discharge of his/her duties under his/her agreement;
 - 5.1.5. Use his/her best endeavours properly to conduct, improve, extend, develop, promote, protect and preserve the business interest, reputation and goodwill of the company and carry out his/her duties in a proper, loyal and efficient manner;
 - 5.1.6. Not to incite or attempt to induce any other employee of the company to partake in any form of industrial or collective action considered by the common law or legislation applicable from time to time to be prohibited, unfair or unlawful. Employees record that they commit themselves to industrial peace in the company's business;
 - 5.1.7. Be prepared to subject themselves to searches or any other investigations carried out by the company from time to time, in respect of the issues relating to safety, security, discipline and loss control;
 - 5.1.8. Undergo or attend any training or other courses the company in its sole discretion may require the employee to undergo or to attend from time to time. The company will be liable for the costs and expenses of such training courses;
 - 5.1.9. Undergo any medical or other examination required by the company from time to time, in the circumstances where the company wishes to ascertain the state of mental or physical health of the employee.
- 5.2. The employee shall not be entitled to be directly or indirectly employed by any other person or business concern whatsoever without the knowledge and prior written consent of the company.
- 5.3. It will be part of the normal duties of the employee at all times to consider in what manner and by what new methods or devices the products, services, processes, equipment or systems of the company with which he/she is concerned or for which he/she is responsible, might be improved, and promptly give to the secretary of the company or any other superior or director or owner, whichever the case may be, full details of any invention or improvement which he/she may from time to time make or discover in the course of her/his duties, and to further the interest of the company's undertaking with regard thereto. Any such invention or improvement shall be the property of the company and the employee shall take all steps as may be necessary and reasonably required by the company at the sole expense of the company or associated company to ensure that the company obtains complete and exclusive legal title to any such invention or improvement.

6. Policies and procedures

- 6.1 The company issues various rules, regulations and policies from time to time. The details of these rules, regulations and policies can be found [state where]. These rules, regulations and policies may change from time to time. Whilst the rules, regulations and policies do not form part of the employee's contract of employment, it is the employee's obligation in terms of this contract to ensure that the employee is familiar with and comply with them.

7. Retirement age

- 7.1 Retirement age is at age _____ () and your contract will automatically come to an end at the end of the year in which you turn _____ ().

8. Monitoring of communications

- 8.1 It's necessary for the proper and efficient conduct of the business that the company intercept and/or monitor employees' communications from time to time. To regulate this, the employee is required and hereby consents to the company intercepting and/or monitoring any direct or indirect communication to which the employee is a party and:

- 8.1.1 which occurs wholly or partly at the company's premises or on company time; or
- 8.1.2 which involves wholly or partly the use of property/facilities owned by or used for the company's business; or
- 8.1.3 which otherwise relates to the company's business.
- 8.1.4 This monitoring may include (but is not necessarily limited to) listening to, recording, viewing, examining or inspecting your emails, correspondence, text messages, Internet use, telephone and other conversations.

9. Leave

- 9.1 The company grants the employee three (3) consecutive weeks' leave on full pay or fifteen (15) working days' annual leave on full pay during each annual leave cycle.
- 9.2 During the employee's first year of service his/her leave entitlement will be pro rata.
- 9.3 The employee may be required to take his/her leave during the annual shutdown period of the company.
- 9.4 Leave is granted subject to the approval of the relevant manager. A leave application form must be completed and handed in within the time limits as prescribed by management.
- 9.5 Annual leave should be taken two (2) months before the due date, and not delayed for more than four (4) months after the due date, unless the employer and employee before the expiry of such period of four (4) months agreed thereto in writing, and shall not be delayed by more than six (6) months after the due date.
- 9.6 Pay for annual leave shall be calculated at the rate of remuneration the employee is receiving at the date on which the employee proceeds on his/her annual leave. This should be paid on the last working day prior to the beginning of the employee's leave cycle.

9.7 If a public holiday falls on a working day within the period of leave of the employee, the employees leave will be extended by one day.

9.8 Annual leave shall not run concurrently with any other period during which the employee is under termination of employment.

10. Sick leave

10.1 The employee will be entitled to thirty (30) working day's paid sick leave if the employee normally works a five (5) day week, and thirty six (36) working days if the employee normally works a six (6) day week in a thirty six (36) month leave cycle. During the first six (6) months of employment an employee is entitled to one day's paid sick leave for every twenty six (26) days worked.

10.2 The employee shall notify the company as soon as possible, but not later than 8h00 on the first day absent, if he is absent from her/ his work for reasons of illness or any other reason what so ever. The employee shall provide the company with a medical certificate of a registered medical practitioner when his/her absence of work extends for a period of more than two (2) calendar days. However should the employee be absent on more than two (2) occasions during an eight (8) week period, the employee shall be required to produce a medical certificate prior to receiving payment for the period of absence.

10.3 This agreement further serves as consent to the company by the employee, for the company to obtain, peruse or make inquiries into medical reports, consultation notes or any other documentation, with any of the employee's medical practitioners, in any way relating to the said medical certificate presented by the employee to the company.

11. Family responsibility leave

11.1 This clause applies to an employee who has been in employment with the company for longer than four months; and who works for at least four days a week for the company.

11.2 The company shall grant an employee, during each annual leave cycle, at the request of the employee, three days' paid leave, which the employee is entitled to take:

11.2.1 When the employee's child is born;

11.2.2 When the employee's child is sick; or

11.2.3 In the event of the death of:

11.2.3.1 The employee's spouse or life partner; or

11.2.3.2 The employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

11.3 Before paying an employee for leave in terms of this clause, the employer may require reasonable proof of an event contemplated in sub clause (11.2) for which the leave was required.

11.4 An employee's unused entitlement to leave in terms of this section lapses at the end of the annual leave

cycle in which it accrues.

12. Working hours

12.1 The company's hours of work are from _____ to _____ on all weekdays, Monday to Friday.

12.2 The prescribed breaks during the working day of an employee will be structured as follows:

12.2.1 The employee is entitled to a lunch break between the hours of _____ and _____ daily.

12.2.2 The employee is entitled to a tea break during (delete if not applicable):

12.3 The employee is required to work overtime, if and whenever required by the company, at the discretion of the company, and may not refuse to work such overtime.

12.4 The company undertakes to give employees reasonable prior notice in respect of overtime to be worked, save in exceptional emergency situations in which event overtime shall be worked without any prior notice by the company to the employee.

12.5 All overtime worked will be worked and remunerated in accordance with the provisions of any legislation applicable to the company from time to time.

12.6 The employee agrees that, at management's discretion, the employee may be granted time off in lieu of payment for overtime worked. Time off will be granted as agreed with the employee's manager but within (up to 12) months of the employee becoming entitled to the time off.

12.7 The employee agrees to render his / her services on Sunday's and Public Holidays on request of Management should the request be based on the stipulations as per clause 12.3. Sunday and Public Holidays will be remunerated according any legislation applicable to the company.

13. Termination of employment

13.1 The employee's employment with the company may be terminated by him/her or by the company, subject to the retirement provisions set out in clause 6 above, by giving the following notice:

13.1.1 One (1) week, if the employee has been employed for six (6) months or less;

13.1.2 Two (2) weeks, if the employee has been employed for more than six (6) months but less than a year;

13.1.3 Four (4) weeks, if the employee has been employed for longer than twelve (12) months.

13.2 This clause, however, does not in any way prejudice or affect the rights of the company to terminate the employment of the employee without any notice, where such manner of termination is justified by the provisions of common law and the rules of the company applicable from time to time or as per relevant

labour law.

- 13.3 The employer may terminate employment with proper notice in the event that the client due to the act and actions of the employee terminate the service agreement with the employer and or request the employee to be removed from the project and or site. This clause will be applicable in the event that proper investigation had been conducted by the employer and the cause of complainant was found to be directly connected to the employees act and or actions.
- 13.4 The employee on signature of this agreement authorizes the company to withhold any final payments due to the employee on their termination, including but not limited to any amount owing to the company due to the failure of the employee to work the required notice period or any part thereof. The company will calculate the monies the employee would have received during his/her notice period and withhold the amount equal until the employee serves the required notice as per clause 13.1. Final payments due to the employee will be paid on the last working day of the month.

14. Maternity leave

- 14.1 The company shall grant all female employees four (4) months paid maternity leave, provided that they have worked continuously for the company for thirteen (13) months.
- 14.2 The company shall grant all male employees one (1) month paid paternity leave, provided that they have worked continuously for the company for thirteen (13) months.
- 14.3 All female employees who have been with the company for less than thirteen (13) consecutive months would be granted four (4) months unpaid maternity leave.
- 14.4 All male employees who have been with the company for less than thirteen (13) consecutive months would be granted one (1) month unpaid paternity leave.
- 14.5 All reasonable assistance will be granted to the employee in order that the employee may apply for UIF benefits.
- 14.6 During maternity and paternity leave, the employee's position would be held open.

15. Disclosure

- 15.1 The employee is required to disclose and declare all outside or other interests which are or may be in conflict with the interests of the company. The company may require the employee to refrain from the activities, which request he/she is obliged to observe.
- 15.2 The employee is further obliged to disclose forthwith to the company any of the following:
- 15.2.1 Any mental health or any medical deficiencies, conditions or any such circumstances which could detrimentally affect or in any way influence the employees employment or the fulfillment of his duties thereof with the company, as soon as the employee becomes aware of the same;
- 15.2.2 Any criminal offence specified in Schedule 1 of the Criminal Procedure Act no 1 of 1997 or any

amendment or variations thereof from time to time, the employee has been convicted of.

16. Confidentiality

- 16.1 The employee is required to keep confidential and not to disclose any of the company's trade secrets, confidential documentation, technical knowhow and data, drawings, system, methods, software, processes, client lists, programs, marketing and or financial information to any person other than to persons employed and or authorized by the company or associated company (company's trade secrets, confidential documentation, technical knowhow and data, drawings, system, methods, software, processes, client lists, programs, marketing and or financial information where applicable) who are required to know such secrets or information for the purpose of their employment and/or association with the company, both during the continuance of his/her employment hereunder or thereafter.
- 16.2 The company and the employee hereby acknowledge that the company's trade secrets, confidential documentation, technical knowhow and data, drawings, system, methods, software, processes, client lists, programs, marketing and or financial information represents a substantial monetary value to the company.
- 16.3 The employee shall adhere to the above obligation not to disclose any confidential information to any undertaking, firm, company or person with whom the company may at time to time be in technical and/or competition, co-operation or association.
- 16.4 The employee acknowledges that the aforesaid obligation shall remain in force indefinitely and notwithstanding termination of his/her contract for any reason whatsoever.

17. Agreement in respect of claims

- 17.1 No compensation shall be payable by the company to any employee or his/her dependents in the following circumstances:
- 17.1.1 if the death of the employee occurs or any injury is sustained by the employee in the course and scope of his/her employment or, if not in the course and scope of his/her employment, on any company premises or site;
- 17.1.2 if any compensation is payable in consequence of the said events to the employee or his/her dependents from any statutory fund or other source.
- 17.2 Proper law: This agreement and the legal relations between the parties under this agreement shall be determined in accordance with the laws of the Republic of South Africa.

18. Breach

- 18.1 It is recorded that any breach of any of the terms of this contract shall be considered to be a material breach of this agreement and could carry the penalty of termination of the employment of the employee.

19. Access

- 19.1 It is recorded that any right of access the employee has to any premises of the company is dependent upon the employee actually rendering performance and actually fulfilling his/her duties with the company in terms of this employment contract or any rules of the company applicable from time to time. Should any employee, for any reason whatsoever, not render actual performance or fulfill actual duties as aforesaid, the company shall be entitled to require the employee(s) concerned to immediately vacate the company premises.

20. Representations

- 20.1 Any representations made or information supplied or furnished by the employee to the company pursuant to the employee wishing to procure employment with the company is warranted by the employee to be true and correct.

21. Restraint of trade

- 21.1 In this clause the following words shall have the following meaning:

21.1.1 "Business" shall mean any person, business, company, association, corporation, partnership, undertaking, whether incorporated or not;

21.1.2 "Interest/Interested" shall mean interested or concerned, directly or indirectly, whether as proprietor, partners, shareholder, employee, agent, financier, shareholder or in any other capacity whatsoever, and/or permitting his or her name being used in connection with or in any manner relating thereto.

21.1.3 "The territory" shall mean _____.

- 21.2 The employee records that he/she agrees to this restraint of trade in consideration of:

21.2.1 all benefits which has or will accrue to him/her from the company;

21.2.2 his/her knowledge of and/or access to the business methods, business secrets, technological information and data and/or manufacturing methods of the company, which are to be known to and which will be gained by him/her;

21.2.3 the goodwill factor and technological, manufacturing and sales expertise in a business and/or undertaking such as the business and/or undertaking of the company;

21.2.4 the confidential nature of the information, documentation and other data relating to the customers and suppliers of the company, which are available to the employee.

- 21.3 In terms of the restraint of trade the employee specifically undertakes and agrees to:

21.3.1 not to be interested in any business in the territory which carries on business, manufactures, sells or supplies any commodity or goods, brokers or acts as agent in the sale or supply of any commodity or goods and/or performs or renders any service, in competition with or identical or similar or comparative to that carried on, sold, supplied, brokered or performed by the company during the period of the employment of the employee up to and including the last day of the employment of the employee;

21.3.2 not to solicit the custom of or deal with or in any way transact with, in competition to the company, any business, company firm, undertaking, association or person which during the

- period of 6 (six) months preceding the date of termination of the employment of the employee has been a customer or supplier of the company in the territory; and
- 21.3.3 not to directly or indirectly offer employment to or in any way cause to be employed any person who was employed by the company as at the termination of the employment of the employee with the company or at any time within a 6 (six) months immediately preceding such termination.
- 21.4 Each and every restraint in this entire clause shall operate and be valid and binding for a period of six months, calculated from the date of termination of the employment of the employee with the company.
- 21.5 Each restraint in this entire clause shall be construed as being severable and divisible and applicable to the employee, whether that restraint is in respect of:
- 21.5.1 Nature of the business or concern;
- 21.5.2 Area or territory;
- 21.5.3 Article, commodities or goods sold and/or supplied;
- 21.5.4 Services performed or rendered;
- 21.5.5 Company or concern entitled to the benefit thereof.
- 21.6 Each restraint in this clause shall be deemed in respect of each part thereof to be separately enforceable in the widest sense possible from the other parts thereof, and the invalidity or unenforceability of any part thereof shall not in any way affect or taint the validity or enforceability of any other part of such restraints, or in fact any other terms of this agreement.
- 21.7 All restraints in this clause are for the benefit of the company.
- 21.8 The employee specifically acknowledges and agrees:
- 21.8.1 That this clause and/or all the restraints contained therein, after taking all circumstances into consideration, are fair and reasonable; and
- 21.8.2 That should he/she at any time dispute the reasonableness or fairness of any of the provisions of this clause and/or restraints, then and in such event he/she will have the onus to provide or to prove such unreasonableness or unfairness.
- 22. Right to search / investigate**
- 22.1 The employee consents to the employer's right to search their body or belongings should the company feel it necessary for security and theft purposes.
- 22.1 For this purpose, the employer may utilize fellow employees or the services of a security company.
- 22.3 It remains the sole discretion of the company to search employees as the company deems fit.
- 22.4 The employee further agrees and undertakes to assist the company with and participate in any company investigations into misconduct or for the purposes of loss of control. For such purpose, the employee irrevocably agrees to undergo any form of truth verification tests (such as polygraph tests) the company

may require the employee to undergo. Failure to comply with this duty on the employee will be considered to be material misconduct.

22.5 The employee will not be forced to undergo any form of truth verification tests; however, a negative inference will be drawn from such refusal in any subsequent disciplinary action

23. Indemnity

23.1 The Company will not be held responsible for any loss, damage or theft to your property or such related items.

24. General

24.1 Any latitude, extension of time or other indulgence which may be granted to the employee by the company or any failure by the company to enforce any of its rights under this agreement at any time shall not, under the circumstances, be deemed a waiver of any of the company’s rights thereafter to enforce and compel strict compliance with the terms and conditions of this agreement.

24.2 This agreement constitutes the entire contract between the parties who by the signature hereby acknowledge that no representatives have made or warranties given or conditions to stipulations attached to any of the matters referred to in this agreement, save as set out in this agreement. No variation of this agreement shall be of any force or effect unless recorded in writing and signed by or on behalf of the parties by the representative, duly authorized thereto.

24.3 By your acceptance hereof, you agree to abide not only by the abovementioned terms and conditions of employment, but also by all company policies and procedural directives, which will be explained to you during your induction period. The employer’s code of conduct is attached for your perusal and attention. The code is a guideline and does not constitute a fully comprehensive list of offences and corrective measures.

25. Domicilia and notices

25.1 The parties choose as their respective domicilia citandi et executandi for the intents and purposes of this agreement the addresses below, provided that either party may change his/her or its domicilium aforesaid to another address in the Republic of South Africa by written notice to the other party with effect from the date of receipt or deemed receipt of such notice.

The employer

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.....
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The employee

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- 25.2 Any notice, acceptance, demand or other communication addressed by either party to this agreement to the other at the latter's domicile in terms hereof for the time being and sent by prepaid registered post shall be deemed to be received by the addressee on the tenth day following the date of posting thereof. The provision shall not be construed as precluding the utilisation of other methods of delivery of notices, acceptances, demands and other communications.

Management	
Signature	
Date	
Witness Name	
Signature of the Witness for and behalf of the Company	
Date	

I _____ hereby acknowledge receipt of this Contract of Employment and confirm that I agree with and understand the contents of this contract.

Employee signature as receipt hereof	
Date	
Witness Name	
Signature of Witness for an behalf of the Company	
Date	