

(hereinafter referred to as "the Employer")

CONTRACT OF EMPLOYMENT

with

.....
(hereinafter referred to as "the Employee")

ID number :

Address :
.....
.....

Tel. No : (Home)
(Cell)

Next of kin:
Tel.No: (Home)
(Cell)

This serves to confirm the terms and conditions of employment agreed upon between the parties:

- 1 **DATE OF EMPLOYMENT**
- 2 **DURATION OF EMPLOYMENT** Employment will be indefinite, subject to a probationary period of months.
- 3 **JOB TITLE**
- 4 **BRIEF JOB DESCRIPTION**
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- 5 **WAGE** R..... per hour/week/month.

(If the Employee is required to do commission or other incentive based work, then the basis upon which the Employee is compensated is set out in a separate Schedule to this agreement).
- 6 **TIME OF PAYMENT** (e.g. weekly/monthly), by no later than the last working day of the week/month.
- 7 **METHOD OF PAYMENT** Electronically in an account nominated by the Employee.

- 8 **UNIFORM AND BENEFITS** The Employee will be provided with a uniform or other protective clothing that are required due to the nature of the work. Although such uniform is supplied at the Employer's expense, the Employer may require a refundable deposit. Upon termination of employment the Employer will refund the deposit provided that the uniform or protected clothing are returned to the Employer in good condition, subject to allowance being made for fair wear and tear.

Additional conditions of employment or benefits that apply are set out in the attached Schedules (if applicable).

- 9 **HOURS OF WORK** **General:** Hours of work shall in total not exceed the maximum hours prescribed by the applicable legislation (i.e. 45 ordinary working hours and 10 hours overtime per week). The Employee will be required to work in accordance with the Employer's shift schedule, which may be changed from time to time in accordance with the Employer's operational requirements. Once a week the Employee shall have a rest period of at least 36 consecutive hours, alternatively 60 consecutive hours every second week.

Compressed working week: Operational requirements may result in the Employer requiring the Employee to work a compressed working week. This could mean that the Employee is required to work up to 12 hours per day, inclusive of meal intervals, without receiving overtime pay. The Employee will not, however, be required to work more than 55 hours (i.e. 45 ordinary hours or 10 hours overtime) in any week.

Change to hours of work: The Employer will give at least 48 hours notice of a change of the shift schedule or new working time arrangement (including short time – see below), except in an emergency where shorter notice may be given.

Short time: In the event that there is a lack of work, the Employer may introduce an arrangement whereby ordinary hours of work are temporarily reduced, provided that the Employee is given at least 48 hours notice of commencement of the short-time arrangement. The wages of weekly and monthly paid employees will be reduced proportionately during a period of short time.

Night work: Due to the nature of the business, the employee agrees to work between 18h00 and 06h00 on the next day if so required in accordance with the shift schedule. In addition to the Employee's normal wage, a night shift allowance based on 10 % of the Employee's ordinary rate of pay is payable in respect of work performed during these hours, alternatively the employee will be required to work proportionately shorter hours.

Averaging of hours of work: Operational requirements may dictate that the ordinary hours of work and overtime are averaged over an agreed period of up to four months. In these circumstances the Employee will not be required to work more than 50 hours (i.e. 45 ordinary hours or 5 hours overtime) in any week. The details of such arrangement and particular period over which such averaging should occur will be the subject of a separate agreement, signed by both parties, and attached as a Schedule to this agreement.

- 10 **MEAL & OTHER INTERVALS** The Employee is entitled to a meal interval of minutes, which does not form part of normal working hours.
- 11 **OVERTIME, SUNDAYS & PUBLIC HOLIDAYS** The Employee agrees to work overtime, on Sundays or public holidays, when required. Payment in such instances shall be as provided for in the applicable legislation. Alternatively, the Employer may grant the Employee time off that is equivalent to the value that the Employee would have received in wages for working such overtime, or on Sundays or public holidays.
- 12 **DEDUCTIONS FROM INCOME** The Employer may deduct employees' tax, UIF and any other deduction as required by law. Where applicable, deductions in respect of contributions to benefit funds or other authorized deductions may also be made from Employee income. If, after a proper hearing, it is found that loss or damage has been caused to the Employer due to the employee's fault, the Employee agrees that the amount of damages suffered by the Employer may be deducted from the Employee's income, provided that such deduction may not exceed 25% of the Employee's wages.
- 13 **ANNUAL LEAVE** The Employee is entitled to working days' leave per year, which leave will be taken at a time to be agreed or as determined by the Employer.
- 14 **SICK LEAVE** The Employee is entitled to sick leave in accordance with the applicable legislation. A medical certificate issued by a registered medical practitioner shall be required for any absence from work of more than two consecutive calendar days, or if the Employee is absent on more than 2 occasions in any 8-week period. The Employee will inform the Employer immediately when it becomes apparent that the Employee may be absent due to illness or injury. The Employee will furthermore abide by any additional rules implemented by the Employer to regulate sick leave.
- 15 **MATERNITY LEAVE** If applicable, a female Employee is entitled to 4 months' unpaid maternity leave. The leave may commence within any time from 4 weeks before the expected date of birth – the specific date will be as agreed between the parties. If the Employer agrees, the

Employee may commence working again 6 weeks after the birth.

- 16 **FAMILY RESPONSIBILITY LEAVE** The Employee is entitled to family responsibility leave in terms of the applicable legislation. The Employer may require reasonable proof of the facts that support the Employee's request to take such leave.
- 17 **EMPLOYER PROCEDURES** Employees are required to comply with the Employer's Disciplinary Code and Procedure and Grievance Procedure, as well as all other rules, policies and procedures that may be introduced from time to time. Copies of these documents are available on request.
- 18 **SECURITY** The Employee may be searched when requested by a duly authorized person. This may include of a search of the Employee's person, bags/parcels and vehicles, on entering or leaving Employer premises.
- 19 **INFORMATION** **Confidentiality:** The Employee undertakes that confidential information regarding the Employer's business will be kept confidential indefinitely. Such information includes information about current and previously employed employees, or current or former clients, customers, trade connections or any information that, if it were to be divulged to any third party, could be damaging to the Employer's business or could benefit other parties to the detriment of the Employer.
- Electronic information:** The Employee shall refrain from storing any information regarding the Employer's business on electronic or any other format other than a computer dedicated for that purpose. No information may be transferred from one computer to another computer or other storage device without the Employer's consent and no information may be downloaded from the internet without the Employer's consent. The Employee accepts that work related electronic equipment is intended for work related purposes and not for private purposes. The Employer shall therefore at any time be entitled to intercept and access any information that is stored on or transmitted via this equipment, including the internet, e-mail and telephone.
- 20 **TERMINATION** Notwithstanding anything to the contrary and subject to the provisions of the Labour Relations Act of 1995, this contract may be terminated:
- (a) Summarily, if the Employee is found guilty of a serious disciplinary offence;
 - (b) With the required notice in the event of termination due to the Employee's incapacity or the Employer's operational requirements;
 - (c) With or without notice, for any other reason recognized by law as sufficient; or

(d) At the end of the month in which the Employee reaches the retirement age of years.

The required notice period for termination of employment by either party is one (1) week during the first six months of employment, two (2) weeks after the first six months of employment but less than one year, and four (4) weeks thereafter.

The parties agree that in the event of the employee failing to give the required notice in terms of this contract, the employee shall be indebted to the employer an amount equal to the remuneration the employee would have earned during the remaining part of the required notice period. The parties agree further that this amount constitutes the employer's pre-estimated damages and that, in the event of the employee's failure to give proper notice, it may be deducted from the employee's remuneration or any other monies due to the employee.

The Employee confirms that these conditions have been explained to him/her and that he/she understands the contents hereof. The Employee acknowledges having received a copy of this contract.

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Employee

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Witness

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Date

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Employer

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Witness

.....
Date

