

(hereinafter referred to as “the Employer” of

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** This agreement will continue until it terminates on the earliest of any of the following dates or events–
(a) on; or
(b) upon completion of the following project:
.....; or
(c) upon the completion of the purpose or task(s) for which the you are appointed, as stipulated in your job description.

3 **JOB TITLE**

4 **BRIEF JOB DESCRIPTION**
.....

5 **SALARY/WAGE** R..... per hour/week/month.

6. **TIME OF PAYMENT** (e.g. monthly/weekly/per fortnight), no later than the last working day of the month/ week/ fortnight.



- 7 **METHOD OF PAYMENT** Cash / Cheque / Bank Transfer (*delete inapplicable*)
Name of Bank: Bank Branch:
Branch Code: Account No.:
Type of Account:
- 8 **ADDITIONAL PROVISIONS** Any additional conditions of employment or benefits that apply are as set out in the attached Schedules.
- 9 **HOURS OF WORK** **General:** The Employee's hours of work shall be -
(a) Monday to at hours determined by the Employer; or
(b) In accordance with a weekly/fortnightly/monthly shift schedule, provided that in both cases (a) and (b), ordinary working hours will not exceed 45 hours per 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, except in an emergency where shorter notice may be given.
- 10 **MEAL & OTHER INTERVALS** The Employee is entitled to a meal interval of minutes, which does not form part of normal working hours. The Employer may make allowance for other intervals, which would be considered part of normal working hours. The latter arrangement may, however, be changed or withdrawn by the Employer at any time.
- 11 **OVERTIME** 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.
- 12 **DEDUCTIONS FROM INCOME** Employees' tax, UIF and any other deduction as required by law. Where applicable, Employee contributions to benefits funds will also be deducted from Employee income.
- 13 **ANNUAL LEAVE** If the duration of this agreement is for a period of 4 months or longer, the Employee would be entitled to one day's leave per 17 days worked, or if paid hourly, one hour's leave per 17 hours worked. Leave may only 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** Due to the brief duration of this agreement, the legislative provisions pertaining to maternity leave will not apply.
- 16 **FAMILY RESPONSIBILITY LEAVE** If the duration of this agreement is for a period 4 months or longer, 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 to 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. A search may include 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) Without notice, on expiry of the fixed term of employment or the temporary purpose for which the contract was entered into; or
- (b) Prior to the expiry of the temporary purpose for which the employee has been employed is due to come to and end, by either party giving the other written notice period of 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;
- (c) Subject to the above notice periods, by the Employer, in the event of the Employee's incapacity or due to operational requirements; or
- (d) Summarily, if the Employee is found guilty of a serious disciplinary offence; or
- (e) With or without notice for any other reason recognized by law as sufficient.

Should the Employee fail to give proper notice of termination in terms of this agreement, it is agreed that the Employer may deduct from the Employee's remuneration or other monies due to the Employee, an amount equal to the remuneration that the Employee would have earned during the remaining period of the required notice.

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.

.....
Employee

.....
Witness

.....
Date

.....
Employer

.....
Witness

.....
Date

