

IMPORTANT: this employment contract is a specimen example of a basic contract. We recommend that you contact our offices should you wish to use this contract as we will ensure that it is made compliant to your unique requirements (for a reasonable fee), and we cannot be held liable for its use in the absence of expert legal advice. Please note that contracts of employment are industry specific and may need to be further customised should you require a fixed term contract or should you have specific other requirements.

CONTRACT OF EMPLOYMENT

entered into between:

.....
(hereinafter referred as the "Employer")

and

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

1. **INTRODUCTION**

1.1 This document constitutes the contract of employment entered into between the employer and the employee. Where reference is made to the BCEA, a copy of the BCEA will be given to the employee upon request. A summary of the BCEA has been placed in the notice board for reference by all employees.

2. **PARTIES**

2.1 The employer is, or its successors in title, which presently has its principal place of business at

2.2 The employee is (Full name) who is appointed to the position of, whose services shall be performed at the employer's premises located at..... and whose commencement date with the company will be

2.3 The first three months of employment will be probationary.

3. **JOB DESCRIPTION**

3.1 The employee undertakes to devote his/her time and attention to the performance of his/her duties during working hours and any other time as may be necessary.

4. **HOURS OF WORK**

4.1 The employee will be expected to work a minimum of 45 hours per week in accordance with the starting and finishing times set, from time to time, by the employer.

5. **OVERTIME**

5.1 The employee may be required to work outside of ordinary hours of work where the employer deems it necessary in light of its operational needs. The employee will be paid overtime in accordance with the Basic Conditions of Employment Act ("the BCEA").

6. **SUNDAY WORK**

6.1 The employee may be required to work on a Sunday and will be remunerated in terms of the BCEA.

7. **PUBLIC HOLIDAYS**

7.1 The employee agrees to work when required on a public holiday, and if required, the employer will remunerate the employee in accordance with the BCEA.

8. **REMUNERATION**

8.1 The employee will receive a monthly salary of, paid in arrears on the day of every month.

8.2 If any bonuses are paid, they will be purely at management's discretion.

9. **ANNUAL LEAVE**

9.1 The employee will be entitled to 21 (twenty-one) consecutive days leave, with pay, for each completed 12 (twelve) month period of employment.

10. **SICK LEAVE**

- 10.1 During each sick leave cycle (3 years), the employee is entitled to paid sick leave equal to the number of days the employee would normally work during a period of six weeks.
- 10.2 A maximum of one days paid sick leave for every 26 days worked may be taken in the first 6 (six) months of your employment.
- 10.3 Where the employee is absent from work for more than 2 (two) consecutive days or on more than two occasions during an 8 (eight) week period, such employee will be required to produce a medical certificate stating the reason for and duration of his/her absence. Failure to produce such certificate will have the consequence that the employer will not be required to pay the employee for that time on leave.

11. **MATERNITY LEAVE** (To be deleted for male employees)

- 11.1 The employee is entitled to 4 (four) consecutive months maternity leave, commencing 4 (four) weeks prior to the expected date of birth or such other date as a medical practitioner or midwife may deem necessary.
- 11.2 The employee is not entitled to return to work within 6 (six) weeks of the birth of her child unless certified by a medical practitioner or midwife.
- 11.3 The employee will be required to notify the employer in writing at least 4 (four) weeks before you intend to commence maternity leave.
- 11.4 Maternity leave will not be paid by the employer, but maternity may be claimed in terms of the Unemployment Insurance Act.

12. **FAMILY RESPONSIBILITY LEAVE**

- 12.1 An employee is entitled to 3 (three) days paid leave to be taken at the birth of his/her child or when his/her child is sick or in the event of the death of his/her spouse, life partner, parent, adoptive parents, grandparents, child, adoptive child, grandchild or sibling.

12.2 The employer may require reasonable proof of the event for which the employee claims family responsibility leave, and may withhold payment for the leave until such proof is furnished.

13. **CONFIDENTIAL INFORMATION**

13.1 The employee undertakes that during his/her appointment, he/she will not disclose or make available any of the employer's confidential information, or the confidential information of a client to whom the employer is or has rendered services to, unless it is necessary in the ordinary course of business, or such information is of a public nature.

14. **EXCLUSIVE EMPLOYMENT**

14.1 During the period of his/her employment, the employee shall not engage in any other business / employment without the written consent of the employer.

15. **TERMINATION**

15.1 The contract will automatically terminate on the employee's 60th birthday.

15.2 This agreement may be terminated at the instance of either party only on the notice of:

<u>Length of Employment</u>	<u>Notice Period</u>
6 months or less	1 week
more than 6 months but not more than 1 year	2 weeks
one year or longer	4 weeks

15.3 The Company will be entitled to terminate the employment contract for any sufficient reason recognised by law which would encompass, but not be limited to, the following:

15.3.1 is guilty of any serious misconduct or deliberate neglect in the discharge of the employee's duties under this agreement;

15.3.2 absent yourself from your employment without leave;

15.3.3 disobey a lawful order or direction from your superior or the management of the Company;

15.3.4 an employee fails to give his/her whole time and attention to the business of the Company and/or carries on another business/enterprise which may affect the employees relationship with the Company;

15.3.5 is guilty of any conduct which will justify dismissal in terms of the Labour Relations Act;

15.3.6 due to the employer's operational requirements;

15.3.7 all disciplinary action will be preceded by procedural fairness in accordance with the guidelines set out in the Labour Relations Act, and the guidelines set out in the company's disciplinary code.

16. **VARIATION**

16.1 No variation of this agreement shall be of any force and effect unless it is reduced to writing and signed by both parties.

17. **GENERAL**

17.1 This agreement, including any other ancillary agreements or procedures is subject to the provisions of the Labour Relations Act No. 66 of 1995, and the Basic Conditions of Employment Act 75 of 1997.

DATED at _____ on this _____ day of _____ 2017.

THE EMPLOYEE

AS WITNESSES:

1. _____ 2. _____

DATED at _____ on this _____ day of _____ 2017.

THE EMPLOYER

AS WITNESSES:

1. _____ 2. _____