

# **EMPLOYMENT CONTRACT**

Agreed and concluded between –

Company Name: \_\_\_\_\_ (hereinafter the Employer)

Registration no.: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

and

Full Names: \_\_\_\_\_ (herein after the Employee)

ID No: \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

(hereinafter the Parties)

## 1. CAPACITY / JOB TITLE / JOB DESCRIPTION

1.1 DURATION : PERMANENT

1.2 JOB TITLE : Shop assistants, Checker, Merchandiser

1.3 JOB DESCRIPTION: The Employer will provide the Employee with a basic description in writing of his/ her duties (**Annexure A**) and will supplement this with verbal instructions as and when needed.

1.3.1 It will, however, be expected of the Employee, to develop and formulate a more comprehensive job description in conjunction with the Employer during the probation period and that will then be attached (and replace) **Annexure A**.

1.3.2 The Employee agrees and understands that the Employer may change this job description, after consultation with the Employee, due to operational circumstances, the Employee's ability and the requirements of the business and / or the client.

1.3.3 The Employee confirms that he is familiar with the functions, duties and competencies necessary to successfully fulfil this position,

1.3.4 The Employee accepts that the Employer will periodically evaluate the Employee's work performance during the probation, as well as the contract period and that disciplinary steps will be taken to rectify poor performance,

## 2. EMPLOYMENT DATE

The Employee start(s)ed with service on \_\_\_\_\_(date)

### 2.1 PROBATIONARY PERIOD

The Employee's employment is subject to a 3 (three) months probationary period, during which time the skills, attitude, compatibility and quality of work will be evaluated on a regular basis.

Successful completion of this period will be a condition for further employment and that decision will rest on the sole discretion of the Employer.

### 3. STATUTORY OBLIGATIONS

Apart from any provisions specified in this contract, the requirements for employment will be subject to the Basic Conditions of Employment Act (Act 75 of 1997), the Labour Relations Act (Act 66 of 1995), as well as any other legislation applicable on this contract.

### 4. REMUNERATION

#### 4.1 BASIC SALARY

- The Employee shall receive a Total Cost to Company salary as set out in **Annexure B** attached hereto. Salary will be paid monthly, in arrears, from which deductions for tax purposes and any amount required by law or authorized by yourself and agreed to by the Employer, may be made.
- Salary advice will be provided to the Employee each month.

#### 4.2 METHOD OF PAYMENT

- The Employee permits that the Employer, at its sole discretion, may pay the Employee's salary directly into the Employee's bank account,
- Salary payments or electronic transfers shall take place on or about the \_\_\_ day of each month and in the event that this does not fall on a normal working day, payment or transfer will take place on the last working day before that.

### 5. LEAVE

#### 5.1 ANNUAL (PAID) LEAVE -

- The Employee is entitled to fifteen (15) working days leave per annum (excluding public holidays and weekends),
  - A leave form must be completed in all cases and the Employee may only go on leave once the request has been approved in writing,
  - Annual leave will only be granted on the condition that the Employee's work is up to date,
  - An application for annual leave must be done in writing at least 30 (thirty) days in advance with the Employee's Line Manager,
  - The Employee agrees to take compulsory leave, if so instructed, every year between the dates annually announced for this purpose by the Employer (e.g. the Christmas / New

Year period) and that this period will be deducted from the annual leave available to the Employee,

- Outstanding leave not taken during the first six (6) months following the last completed leave cycle will be forfeited. No leave may be accumulated or “carried over” without written consent from the Employer.

## 5.2 SICK LEAVE –

- Sick leave (paid) will be one (1) day per month during the first six months and thereafter 30 (thirty) days in a three-year cycle, starting from the first day of employment,
- Should the employee be absent from work due to health reasons he shall inform the Employer thereof not later than 07H00 on the first day of absence,
- Should the Employee be absent for longer than two days at a time or be absent for two or more times during an eight (8) week period, then an acceptable medical certificate must be handed over by the Employee to the Employer immediately on return to work,
- Should the Employee be absent directly before or after a weekend or Public Holiday, the Employee must also provide a medical certificate, irrespective the number of days taken,
- Only medical certificates issued by a registered medical doctor will be accepted. Requirements for a medical certificate;
  - it must be clearly legible,
  - it must specify when the doctor has been visited,
  - the illness / medical diagnosis should preferably be indicated,
  - it must clearly indicate that the Employer was incapable of performing his duties for the period that he was booked off duty.
- A medical certificate is only “prima facie” (face value) evidence that an employee has been on “bona fide” sick leave and the employer retains the right to make or withhold payments in terms thereof.

## 5.3 FAMILY RESPONSIBILITY LEAVE

- This leave will only be available after four months of service at the Employer,
- A leave form must be completed in all instances and the Employee may only go on leave once the application has been approved in writing,
- The Employee shall receive three (3) days paid leave per year for the following reasons
  - child being sick
  - birth of own child (paternity leave)
  - death of direct family (i.e. parents, spouse, children)

- The Employer may require proof regarding these incidents from the Employee before the leave is granted or payment is made.

#### 5.4 MATERNITY LEAVE

- Any female employee qualifies for maternity leave in terms of this policy.
- Employees are entitled to a maximum of four (4) months unpaid maternity leave as set out in the Basic Conditions of Employment Act, 1997.
- A doctor's certificate estimating the date of birth must be supplied two months prior to the expected date of birth.
- Maternity leave can start four weeks before the expected date of birth and the employee may not be expected to return to work for six weeks after the birth of the child.
- An employee who bears a still-born child may remain on maternity leave for six weeks after the stillbirth or a longer period if a medical practitioner states that it is necessary for her health and safety.
- If the employee has been contributing to the Unemployment Fund, she will be able to claim benefits during the period that she is on maternity leave.
- The Employer may appoint a temporary employee to perform the duties of the employee while she is on maternity leave.
- Fathers can claim three days family responsibility leave on the birth of their child.
- Adoptive parents can each claim three days family responsibility leave on the adoption of a child.
- If an employee is planning to take maternity leave, she should inform management of the expected date of the arrival of her child.
- Employees on maternity leave also need to inform management in writing of when they expect to return to work.
- Fathers and adoptive parents who want to take family responsibility leave may be required to provide proof of the need to take leave.

#### 6. ADDITIONAL / ALTERNATIVE JOB TASKS

- 6.1 The Employee hereby agrees to do from time to time such alternative / additional job tasks, which may not directly form part of the Employee's primary job task, as instructed by the Employer. These tasks will however only be such that they fall within the Employee's ability and the Employee shall not suffer a loss of income doing these tasks,

## 7. WORKING HOURS

### 7.1 HOURS OF WORK;

-- the Employee will :

- be expected to work the normal business hours and such hours as necessary to fulfil the obligations of his job description and position,
- be excluded from all the provisions of Chapter 2 of the Basic Conditions of Employment Act, and accordingly, the employee will not be paid for overtime, as well as work done on Sundays and public holidays.
- The Employee's working hours will be determined from time to time between the parties, but will always be subject to the nature/requirements of the position and other business-related requirements at any given time.
- These hours are the minimum hours required to do the Employee's work and it will be expected of the employee to work outside these normal working hours (on weekends and Public Holidays), based on the need of the business and its clients,
- The hours may at any time be changed by the Employer, after consultation with the Employee, in accordance with work pressure and business conditions,
- The Employee agrees to comply with all time-keeping rules and regulations of the Employer.

### 7.2 OVERTIME

- Work pressure may from time to time require that the Employee works overtime and the Employee hereby agrees to work overtime as required and / or on instruction from the Employer without prior notice having been given,
- The degree of flexibility regarding working hours is essential for the performance of the Employee's job,
- The Employee take specific note that he / she will not be entitled to any overtime remuneration as stated above.

## 8. OBLIGATIONS

The Employee shall during his service at the Employer:

- during working hours devote all his time, attention, and ability to the proper carrying out of his job task (proper due diligence) and adhere to all instructions and requirements of the Employer,
- at all times adhere to the dress / appearance code and prescriptions of the Employer,
- not be in the direct or indirect service / employment of any other employer or for his own account without the written consent of the Employer,
- inform the Employer (Line Manager) before 07H00 on the first day of being absent from work for whatever reason and at all times keep the Employer informed if not available / capable to perform his duties,
- not use the Employer's equipment / facilities / property (i.e. telephone / vehicle) for private use without permission,
- not remove any documents / material / information / computer software or any other company property without the consent of the Employer and the removal being documented,
- to use his best endeavors to protect and promote the business, reputation, image and goodwill of the Employer,
- The Employee accepts and fully agrees that it is compulsory and a specific condition of employment to sign a confidentiality agreement on accepting this position,
- At all times adhere to / promote the company's ethos and values, that include amongst others, integrity, honesty, transparency.

**The Employee specifically agrees and accepts:**

- that his body and property may be searched at any given time by the Employer or the client,
- that he may be subjected to an alcohol / drug / polygraph test as determined by the Employer and at the Employer's request and that the results thereof may be used against the Employee by the Employer,
- that due to the seniority and sensitivity of his/ her position, the nature of the business / industry, these tests and the successful passing of the tests, are specific conditions of employment. The Employee fully agrees and accepts that should he fail any of these tests, his contract will be terminated for "operational incapacity" reasons,

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Employee signature

## **9. POLICIES / WORKPLACE DOCUMENTS**

The Employee agrees and accepts to subject himself to the normal rules and procedures of the Employer, including all the Workplace Policies / Rules. The Employee must familiarize himself with these documents and ensure that he remains up to date on any amendments.

## **10. TERMINATION OF SERVICE**

### **10.1 NOTICE PERIOD**

- 10.1.1 Both parties may terminate this agreement for any reason recognized in law, by giving the other party notice in writing;
- one (1) weeks notice during the Probation period,
  - two (2) weeks' notice after the Probation period and during the first year of service,
  - one (1) calendar months' notice after one year of service,

- 10.1.2 Should the Employee not give notice as required, the Employee specifically agrees that the Employer may deduct an amount of money, equivalent to the notice period, from any money, including but not limited to statutory remuneration, due to the Employee.

### **10.2 DISCIPLINARY REASONS**

- 10.2.1 The Employer is entitled to take disciplinary steps against the Employee within the framework of the Labour Relations Act.
- 10.2.2 The Employee's service could also be terminated, amongst other reasons, should he be found guilty of an offense that may warrant such a penalty.

### **10.3 RETIREMENT**

The retirement age of the Employee is sixty-five (65) years of age.



## 10.4 SUSPENSION

- 10.4.1 The Employer may, without prejudice to any of its other rights, on suspicion of any breach of this agreement or any misconduct, suspend the Employee for a reasonable period.
- 10.4.2 The Employee may make written submissions setting out the reasons as to why he should not be suspended within 72 hours of his suspension, which submissions will be considered by the Employer.

## 11. MONIES / LOANS OWING TO THE EMPLOYER

- 11.1 The Employee hereby gives his unconditional permission that any amount which the Employee owes to the Employer may be deducted directly from any money which may be outstanding (including statutory remuneration) to the Employee without the need for further permission.
- 11.2 The Employee agrees that damage or loss caused to the Employer, may be recovered from any money (including statutory remuneration) due to the Employee.

## 13. CONFIDENTIALITY

- 13.1 During his employment and thereafter, the EMPLOYEE shall keep confidential and not disclose any of the EMPLOYER'S trade and/or confidential information to persons, except as far as may be necessary and proper in the ordinary course of his employment and to the benefit of the EMPLOYER. On termination of his employment the EMPLOYEE shall forthwith return all documents and/or whatever other forms of information / data, containing any trade and/or confidential information of, or pertaining to the EMPLOYER in his possession, including any copies made thereof.

13.1.1 Without in any way limiting the generality of Clause 13.1, "trade and/or confidential information" shall include (but not be confined to) the following matters: -

- 13.1.1.1 The names of the principals, agents, suppliers and clients of the EMPLOYER;
- 13.1.1.2 The contractual arrangements between the EMPLOYER and its principals, clients, suppliers, agents, employees and/or any other parties;
- 13.1.1.3 The financial details of the EMPLOYER'S relationship with its principals, clients, suppliers, agents and/or any other parties;

- 13.1.1.4 The names of prospective clients or clients of the EMPLOYER and their requirements;
  - 13.1.1.5 Details of the EMPLOYER'S financial / operational structures or results;
  - 13.1.1.6 Details of the remuneration paid by the EMPLOYER to its various employees;
  - 13.1.1.7 Computer Programs,
  - 13.1.1.8 Know-how, Intellectual Property, designs, discoveries, ideas, trade secrets, suppliers, principals, customer and trade connections of the EMPLOYER;
  - 13.1.1.9 Any other matter which relates to the operations / management and/or business affairs and/or products and services and/or business strategy / planning / objectives of the EMPLOYER and of which information is not readily available in the ordinary course of business to a competitor of the EMPLOYER or any other Third Party.
- 13.2 All equipment / property, copies, contracts, forms, documents, books of account, training material, records and correspondence concerning or containing any reference to the business of the EMPLOYER, in whatever format or manner recorded / captured, shall belong to it and shall be given up to it without any delay whenever the EMPLOYER requires the EMPLOYEE to do so.

#### **14. REQUIRED PERFORMANCE LEVELS**

The Employee shall achieve and maintain the work standards and levels as determined by the Employer and comply in full with the provisions of this contract.

#### **15. OMISSIONS AND LAW AMENDMENTS**

Saving any conditions of this agreement, the conditions of employment shall be subject to and be regulated by relevant legislation. This agreement shall automatically be amended in accordance with any amendments to relevant legislation.

## 16. VICARIOUS RESPONSIBILITY

In instances where the Employee through his wrongful conduct cause a third-party harm or damage and the Employer is consequently held responsible / liable, then the Employee indemnifies the Employer against any loss which may follow.

## 17. DOMICILIUM AND NOTICES

The parties choose the addresses as stated on the first page of this contract as their “domicilia citandi et executandi” for all purposes related to notices or document being served and any other reason forthcoming from this contract

Notices in terms of this contract may be faxed, hand delivered or sent by e-mail, on proof thereof.

## 18. ANNEXURES TO THIS CONTRACT:

ANNEXURE A	Job Description
ANNEXURE B	Remuneration Structure

**These annexures form an integral part of this contract and should always be read together with this contract.**

## 19. GENERAL

19.1 This contract of employment and the Annexes attached thereto constitutes the entire agreement (contract) between the employer and employee. No agreement altering, varying or supplementing this contract shall be binding on the parties unless it is reduced to writing and signed by both parties.

19.2 The employer and employee declare that no representations made by either of them or their representatives to the other party, or any other terms and conditions of service not expressly provided for in this contract, is binding on either party.

## 20. GUARANTEE BY THE EMPLOYEE

The Employee guarantees that;

- 20.1 He is not party to nor threatened by litigation for reasons that may relate to his competence / trustworthiness to meet the job requirements or for reasons of any material nature,
- 20.2 He has never been found guilty of a common-law offence or a statutory offence for reasons that may relate to his capacity / competency to meet the job requirements or for any reason of a material nature, other than that which had been placed on record during the recruitment process,

**DECLARATION BY THE EMPLOYEE**

I, the undersigned Employee acknowledge receipt of a copy of this agreement and I declare that I understand AND subject myself fully to the contents thereof. I further agree that all information presented, and submissions made during the recruitment / appointment process had been correct and true.

EMPLOYEE \_\_\_\_\_

EMPLOYER \_\_\_\_\_

WITNESS \_\_\_\_\_

SIGNED ON \_\_\_\_\_ AT \_\_\_\_\_





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**ANNEXURE B**  
**Remuneration**

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**1. Remuneration:**

