

**LIMITED DURATION CONTRACT OF EMPLOYMENT
(INTERNSHIP AGREEMENT)
(BCEA)**

BETWEEN:

NAME OF EMPLOYER: **Border ICT and Cabling Service CC**

ADDRESS: **16 King Street
Southernwood
East London**

(Hereinafter referred to as "**THE EMPLOYER**")

and:

NAME OF EMPLOYEE: **Siphosenkosi Ndevu**

ADDRESS: **PO Box 961 Mthatha
Qolombana A/A
Zwelitsha**

ID NO: **9406025798083**

OCCUPATION: **Network Administrator Intern**

(Hereinafter referred to as "**THE EMPLOYEE**")

The parties hereby agree that the Employee will be employed subject to the following conditions:

1. **COMMENCEMENT DATE**

1.1 **Fixed term contract**

This contract will commence on **02 May 2018** and will automatically terminate without notice on **01 May 2019** (period of 1 year).

The termination of this contract due to the expiry of the above period or finalisation of the internship shall not be construed as termination or dismissal on grounds of operational requirements.

The Employer reserves the right to prematurely terminate this contract in accordance with the notice periods set out in clause 16 and the statutory procedures in the case of conduct, incapacity, or the Employer's operational requirements.

It is expressly agreed and the Employee acknowledges that this is not a permanent position and he/she does not have any perception or expectation of ongoing or permanent employment.

- 1.2 Signing of this agreement after commencement of service does not negate any service period or benefits obtained prior to entering into this agreement. The Employee's date of appointment is **02 May 2018**.
- 1.3 Signing of this agreement puts an obligation on the Employee to provide the Employer with a letter from the educational institution stating that the necessary examinations to obtain a qualification were passed by the Employee.

2. **VALIDITY OF CONTRACT**

- 2.1 This contract is subject to the Basic Conditions of Employment Act, 1997 ("The Act"), as amended.
- 2.2 Should any term of this contract be in conflict with any existing or future Law, Sectoral Determination or Collective Agreement, such Law, Determination or Agreement, shall be binding in respect of the said provision only and all other terms of this contract shall remain valid and binding upon the parties.
- 2.3 No indulgence or condonation by the Employer of any breach of any term of this contract by the Employee shall constitute a waiver of any of the Employer's rights in terms of this agreement and no amendment of this contract shall be valid unless reduced to writing and signed by both parties.

3. APPOINTMENT AND JOB DESCRIPTION

- 3.1 The employee is appointed as a **Network Administrator Intern** to render services generally associated with this position.
- 3.2 The employee will be responsible for the following tasks:
- *Installing, configuring, testing, maintaining and administering new and upgraded networks, software database applications, servers and workstations;*
 - *Researching, analyzing, evaluating and monitoring network infrastructure to ensure networks are configured to operate at optimal performance;*
 - *Assessing and recommending improvements to network operations and integrated hardware, software, communications and operating system;*
 - *Providing specialist skills in supporting and troubleshooting network problems and emergencies;*
 - *Preparing and maintaining procedures and documentation for network inventory, and recording diagnosis and resolution of network faults, enhancements and modifications to networks, and maintenance instructions;*
 - *Analyzing, developing, interpreting and evaluating complex system design and architecture specifications, data models and diagrams in the development, configuration and integration of computer systems; and*
 - ***Any other tasks necessary for the conduct of the Employer's business, as the Employer may from time to time direct.***

4. PLACE OF WORK

- 4.1 The employee will work at the following address **16 King Street, Southernwood** or any other place(s) as the employer may from time to time direct.

5. HOURS OF WORK AND OVERTIME

- 5.1 The employee will work 45 (forty-five) hours per week, according to the work schedule determined by the employer from time to time. The work schedule will in accordance with Annexure "F" to this agreement. The employee can be expected to work on Saturdays when, on reasonable notice, it is so required by the employer.
- 5.2 The employee shall be entitled to a meal interval of 60 (sixty) minutes after 5 (five) hours of work, unless the employee works for fewer than 6 (six) hours on a day. The employee will not be remunerated during the meal interval, unless the employee is required to work during the meal interval in order to perform duties which cannot be left unattended and be performed by another employee.

- 5.4 The Employee agrees to work overtime if the nature of the business requires such overtime to be worked and, if so required by the Employer, on reasonable notice. Time worked in excess of normal working hours and exceeding 45 (forty five) hours per week will be deemed to be overtime only if the Employee was required by the Employer to work such overtime and shall be subject to the maximum hours of overtime as prescribed in clause 10 of the Act.
- 5.5 The Employee undertakes to work up to 12 (twelve) hours in a day, inclusive of meal intervals, without receiving overtime pay, subject to the maximum of 45 (forty five) ordinary hours and a maximum of 10 (ten) hours overtime per week, if so required by the Employer. The Employer shall allow the Employee a daily rest period of 12 (twelve) hours and a weekly rest period of 36 (thirty-six) consecutive hours. Alternatively, the Employer may allow the Employee a rest period of 60 (sixty) consecutive hours every 2 (two) weeks or a weekly rest period of 28 (twenty-eight) hours during the first week and 44 (forty-four) hours during the following week.
- 5.6 The rate of pay for overtime worked (except on Sundays and Public Holidays), will be 1.5 (one and a half) times the Employee's hourly wage, alternatively the Employee's ordinary wage plus 30 (thirty) minutes paid time off for every hour of overtime worked, alternatively no payment for overtime worked but 90 (ninety) minutes paid time off for each hour of overtime worked, at the discretion of the Employer. The Employer shall grant the Employee the paid time off within 12 (twelve) months of the Employee becoming entitled to it.
- 5.7 In accordance with the Ministerial Determination 1: Small Business Sector (5 November 1999), should the Employer employ less than 10 (ten) Employees, the Employee hereby agrees that:
 - 5.7.1. he/she will work up to 15 (fifteen) hours overtime per week; and
 - 5.7.2. he/she will be paid at least, $1\frac{1}{3}$ (one and one third) times his/her wage for the first 10 (ten) hours of overtime worked in any week and at least $1\frac{1}{2}$ (one and one half) times his/her wage for any overtime in excess of 10 (ten) hours worked in a week.
- 5.8 The Employer may implement a system of short time, under circumstances of reduction of work due to circumstances not within the control of the Employer. The Employer shall give the affected Employees one clear day notice and inform them of the reason for implementing short time. The Employee shall only be entitled to payment during such short time period for hours actually worked.
- 5.9 Should it not be possible to perform work due to circumstances not within the control of the Employer, including but not limited to electricity supply or inclement weather, the Employer may implement a system of lay-off, in which case the following provisions will apply:
 - 5.9.1. Where the Employee has reported for work, at the request of the Employer, and no work has commenced, the Employee shall be paid for at least 2 (two) hours. If the Employee had to remain present at the workplace for longer than 2 (two) hours, at request of the Employer, the Employee shall be paid for the period he remained at the workplace;

5.9.2. Should work be stopped after the first 2 (two) hours, the Employee will only be paid for the hours worked;

5.9.3. Should work be stopped during the first 2 (two) hours, the Employee will be paid for 2 (two) hours only;

5.9.4. Where the Employer has given the Employee notice on the previous working day that no work will be available, the Employee will not be required to report to work and he/she will not be entitled to any payment.

5.10 The Employee hereby agrees that the Employer may average the Employee's ordinary hours of work and overtime over a period of up to 4 (four) months, subject to the maximum average of 45 (forty five) ordinary hours and 5 (five) hours overtime per week, over the agreed period.

6. **SUNDAY WORK**

6.1 The Employee undertakes to work on Sundays, if so required by the Employer.

6.2 Should the Employee work on a Sunday, and if:

6.2.1. The Employee ordinarily works on a Sunday, he/she will be entitled to - 1½ (one and a half) times his/her wage, for each hour worked;

6.2.2. The Employee does not ordinarily work on a Sunday, he/she will be entitled to - Double his/her wage for each hour worked;

6.2.3. The Employee works less than his/her ordinary shift/hours on a Sunday and the payment in terms of clause 6.2.1 and/or 6.2.2 above is less than the Employee's ordinary daily wage, he/she will be entitled to - his/her ordinary daily wage.

6.3 The Employee agrees that the Employer may, as an alternative to the payment referred to in clause 6.2 above, grant the Employee who works on the Sunday, paid time off equivalent to the difference in value between the pay received by the Employee for the Sunday work and the pay that the Employee is entitled to in terms of clause 6.2 above. The paid time off shall be granted within 12 (twelve) months of the Employee becoming entitled to it.

6.4 If a shift worked by an Employee falls on a Sunday and another day, the whole shift is deemed to have been worked on the Sunday, unless the greater portion of the shift has been worked on the other day, in which case the whole shift will be deemed to have been worked on the other day.

5.9.2. Should work be stopped after the first 2 (two) hours, the Employee will only be paid for the hours worked;

5.9.3. Should work be stopped during the first 2 (two) hours, the Employee will be paid for 2 (two) hours only;

5.9.4. Where the Employer has given the Employee notice on the previous working day that no work will be available, the Employee will not be required to report to work and he/she will not be entitled to any payment.

5.10 The Employee hereby agrees that the Employer may average the Employee's ordinary hours of work and overtime over a period of up to 4 (four) months, subject to the maximum average of 45 (forty five) ordinary hours and 5 (five) hours overtime per week, over the agreed period.

6. **SUNDAY WORK**

6.1 The Employee undertakes to work on Sundays, if so required by the Employer.

6.2 Should the Employee work on a Sunday, and if:

6.2.1. The Employee ordinarily works on a Sunday, he/she will be entitled to - 1½ (one and a half) times his/her wage, for each hour worked;

6.2.2. The Employee does not ordinarily work on a Sunday, he/she will be entitled to - Double his/her wage for each hour worked;

6.2.3. The Employee works less than his/her ordinary shift/hours on a Sunday and the payment in terms of clause 6.2.1 and/or 6.2.2 above is less than the Employee's ordinary daily wage, he/she will be entitled to - his/her ordinary daily wage.

6.3 The Employee agrees that the Employer may, as an alternative to the payment referred to in clause 6.2 above, grant the Employee who works on the Sunday, paid time off equivalent to the difference in value between the pay received by the Employee for the Sunday work and the pay that the Employee is entitled to in terms of clause 6.2 above. The paid time off shall be granted within 12 (twelve) months of the Employee becoming entitled to it.

6.4 If a shift worked by an Employee falls on a Sunday and another day, the whole shift is deemed to have been worked on the Sunday, unless the greater portion of the shift has been worked on the other day, in which case the whole shift will be deemed to have been worked on the other day.

7. PUBLIC HOLIDAYS

7.1 The Employee shall be entitled to the following paid public holidays:

New Year's Day, Human Rights Day, Good Friday, Family Day, Freedom Day, Worker's Day, Youth Day, National Women's Day, Heritage Day, Day of Reconciliation, Christmas Day, Day of Goodwill or any other day so declared in terms of the Public Holiday Act.

7.2 In the event of the Public Holiday falling on an ordinary workday and the Employee does not work on any of the above days, he/she will be entitled to at least his/her ordinary daily wage for such a Public Holiday.

7.3 The Employee however undertakes to work on any public holiday, if so required by the Employer. Should the Employee work on the public holiday and:

7.3.1. The public holiday falls on an ordinary working day, the Employee will be entitled to - Atleast double his/her ordinary daily wage or his/her ordinary daily wage plus the amount earned by the Employee for time worked on that day, whichever is the greater;

7.3.2. The public holiday falls on a day which is not an ordinary working day, the Employee will be entitled to - his/her ordinary daily wage plus the amount earned by the Employee for work performed on that day.

7.4 Payment for work done on a public holiday shall be effected on the Employee's usual payday.

7.5 The Employee further undertakes to work on public holidays at normal wage rates, should the Employer decide to exchange the public holiday for another day off, at full pay.

7.6 If a shift worked by an Employee falls on a Public Holiday and another day, the whole shift is deemed to have been worked on the Public Holiday, unless the greater portion of the shift has been worked on the other day, in which case the whole shift will be deemed to have been worked on the other day.

8. NIGHT WORK

The Employee undertakes to work at night, if so required by the Employer, at the normal wage rate but subject to the maximum ordinary hours and overtime described above. The Employee is entitled to payment of an allowance or paid time off as mutually agreed between himself/herself and the Employer for night work performed on a regular basis between the hours of 18:00 and 06:00.

9. URGENT WORK

Should urgent work be required without delay, owing to circumstances for which the Employer could not reasonably have been expected to make provision for, and which cannot be performed during ordinary hours of work, the Employee shall be obliged to:

9.1. Work overtime in excess of the 45 (forty five) ordinary hours per week , 9 (nine) ordinary hours per day (5 day work week) or 8 (eight) ordinary hours per day (more than 5 day, work week) and for more than 10 (ten) hours overtime per week; **and/or**

- 9.2. Work during or without a meal interval, as specified in clause 5.2 above; **and/or**
- 9.3. Work without a weekly or daily rest interval, as prescribed in clause 5.5 above; **and/or**
- 9.4. Work at night, without receiving an allowance, as prescribed in clause 8 **and/or**
- 9.5. Work on public holidays in accordance with clause 7 above.

10. REMUNERATION

- 10.1. The Employer shall pay the Employee an allowance of **R 3 800.00 (Three thousand, eight hundred rands)** per month.

The Employee will not be entitled to any other payments than his/her normal salary/allowance.

- 10.2. The Employee's remuneration will be paid monthly on or about the last day of the pay cycle.
- 10.3. Should the Employee be demoted as a result of disciplinary action, the Employee's wages will be adjusted accordingly.
- 10.4. The Employee hereby authorises the Employer to deduct from the Employee's wages, all statutory deductions as well as all amounts due to the Employer for goods bought, benefits and saving schemes. money borrowed, clothing, medical benefits and saving schemes.
- 10.5. Should the Employee cause any damage or loss, other than that referred to in clause 23 below, to the Employer due to negligence or wilfulness, the Employer may deduct such damage or loss from the Employee's wage/ salary, provided that such deduction may not exceed 25% (twenty five) of the Employee's wage / salary at a time, and only after an inquiry into the circumstances of the incident was held.
- 10.6. The Employee shall not be remunerated for any period of unauthorised absence, including industrial action or during a protected lockout. The principle of no work no pay, shall apply.

11. BONUSES

The payment of an annual or production bonus is not a condition of employment but shall be subject to the sole discretion of the Employer.

12. ANNUAL LEAVE

- 12.1. *The Employee shall be entitled to paid leave calculated at the rate of one day of leave for every 17 (seventeen) days the Employee had worked, or was entitled to be paid.*
- 12.2. *Any request for annual leave will be submitted to the Employer in writing and in turn be granted or refused in writing. The leave shall be granted and be taken at a time to be fixed by the Employer, in consideration of the operational requirements of the business. In the event of this agreement being of duration of longer than 18 (eighteen) months the leave shall commence within 6 (six) months after the completion of the first 12 (twelve) months of employment.*
- 12.3. *In the event of the duration of the agreement being longer than 2 (two) years, no accrual of leave will be allowed. The Employee hereby acknowledges and agrees that in the event of any leave carried over to a following 12 (twelve) month cycle, and not taken prior to the 6 (six) months period after the leave has become due to the Employee, will be forfeited by the Employee and no such leave will be paid out to the Employee at termination of service.*
- 12.4. *The Employee is obliged to take leave during any period of closure of business.*
- 12.5. *Upon termination of employment, the Employee will only be entitled to payment of any leave not yet taken prior to the termination of employment with regard to the prior and current leave cycle. This provision will only apply in the event of the Employee being in the service of the Employer for 4 (four) months or longer.*
- 12.6. *The Employee and Employer agree that the Employee's remuneration for the period he/she will be on leave, shall be paid on the Employees' regular pay day.*

13. SICK LEAVE

- 13.1. *If the period of duration of the agreement is longer than 36 (thirty six) months, the Employee shall during that sick leave cycle of 36 (thirty-six) months' equal to the number of days the Employee would normally work during a period of 6 (six) weeks. During the first 6 (six) months of employment, the Employee shall be entitled to 1 (one) day's paid sick leave for every 26 (twenty-six) days worked.*
- 13.2. *In the event of the duration of the agreement not exceeding 36 (thirty six) months, the Employee shall be entitled to 1 (one) day's paid sick leave for every 26 (twenty-six) days worked.*
- 13.3. *The Employee agrees that the Employer may reduce his/her sick pay and proportionately increase his/her number of days of sick leave, in accordance with the Act, subject thereto that the Employee's entitlement to pay for any days sick leave shall be not less than 75% (seventy five percent) of the Employee's ordinary daily wage and the number of days of sick leave shall not be less than the Employee's entitlement in terms of clause 13.1 and 13.2 above.*

13.4. Should the Employee be absent for more than 2 (two) consecutive days due to illness or injury or on more than 2 (two) occasions during an 8 (eight) week period or any day which precedes or follows a weekend, public holiday or a day free of service, he/she shall not be entitled to paid sick leave unless he/she produces a medical certificate, signed by a registered medical practitioner, stating that he/she was unable to work for the duration of his/her absence on account of illness or injury. The Employer retains the right to expect the Employee to subject himself/herself to an examination in order to obtain a second medical opinion regarding his/her alleged illness/injury. Only medical certificates based on personal examination will be accepted.

13.5. The Employee must **personally** inform the Employer, **before 07:45 am** on the day he/she was supposed to have reported for duty, of such absence and expected date of. The Employer must also be informed of an address where the Employee could be found should he/she wish to visit the Employee.

14. MATERNITY LEAVE (If applicable)

14.1. The Employee shall be entitled to 4 (four) consecutive months maternity leave, commencing 4 (four) weeks before the expected date of birth or such other date as a medical practitioner or midwife may deem necessary.

14.2. The Employee shall at least 4 (four) weeks in advance, notify the Employer in writing of the date commencement of maternity leave and the date of return to work after maternity leave. The Employee may not work for a period of 6 (six) weeks after the birth of her child, unless a medical practitioner or midwife certifies that she is fit to do so.

14.3. Should the Employee fail to return to work on the return date specified by her or agreed with the Employer, without a valid reason, her absence will be treated as unauthorised and may result in the termination of her service.

14.4. The Employee will not be entitled to remuneration during her maternity leave period, but may claim maternity benefits as laid down in the provisions of the Unemployment Insurance Act.

15. FAMILY RESPONSIBILITY LEAVE

15.1. The Employee will only be entitled to family responsibility leave after 4 (four) months of service with the Employer and if he/she works for at least 4 (four) days a week for the Employer.

15.2. The Employee shall be entitled to 3 (three) days paid leave during each cycle of 12 (twelve) months of employment with the Employer. This will be granted only for the birth or illness of a child or in the event of the death of the Employee's spouse, life partner, parent, adoptive parents, grandparents, child, adopted child, grandchild or sibling.

15.3. The Employee shall notify the Employer of the event, which necessitates the Employee's absence, as soon as possible.

15.4. The Employee shall not be entitled to payment for the absence unless the Employee furnishes the Employer with proof of the circumstances necessitating the absence.

15.5. Unused family responsibility leave will lapse at the end of each cycle of 12 (twelve) months' service.

15.6. In accordance with the Ministerial Determination 1: Small Business Sector (5 November 1999), Family responsibility leave will form part of the Employee's annual leave, should the Employer employ less than 10 (ten) permanent workers.

16. **TERMINATION OF CONTRACT**

If the Employee intends to terminate this contract, he/she shall give the Employer notice in writing and the notice periods referred to hereunder will apply. If the Employer intends to terminate this contract prior to expiration of the period for which it provides, he/she shall follow the prescribed and applicable procedures prior to terminating the agreement and shall then give the Employee notice in writing. The following notice periods will apply:

16.1. During the first 6 (six) months of employment: at least 1 (one) week's notice.

16.2. Longer than 6 (six) months service but not yet one year: at least 2 (two) weeks' notice.

16.3. After 1 (one) year of employment: at least 4 (four) weeks' notice.

16.4. The periods of notice set out above, shall not be applicable:

16.4.1. *In the case of summary dismissal in the event of disciplinary procedure.*

16.4.2. *In the case of desertion or unauthorised absence for more than 5 (five) working days.*

16.5. The Employer shall have the right to pay the Employee in lieu of notice.

16.6. Should the Employee fail to give sufficient notice of termination of service the Employer would be entitled to withhold an amount of salary/wage/leave pay or any money which is due by the Employer to the Employee, equal to the period of notice he/she was supposed to have served.

16.7. An Employee may upon reaching the age of 55 (fifty five), give notice to the Employer of his intention to retire but will be obliged to retire upon reaching the age of 65 (sixty five), upon which this contract will automatically expire. In the event of the Employee being appointed after reaching the above mentioned retirement age, the Employer may terminate the employment at any stage, based on retirement.

17. TRADE UNIONS

Should the Employee join a trade union, he/she will notify the Employer in writing within 7 (seven) days of such membership.

18. DISCIPLINARY PROCEDURE

18.1. Undertaking:

Both parties agree that strict adherence to this procedure will ensure that discipline be maintained and that the Employee is treated fairly.

18.2. Offences and penalties:

The schedule of offences and possible penalties is set out in Annexure "A" hereto and the warnings referred to below are set out in Annexure "B". Annexure "C" - Notice is the notice to attend a disciplinary hearing. Annexure "D" is the disciplinary report to be completed after a disciplinary hearing. Annexure "E" is to be handed to the Employee in event of appeal.

18.3. Procedure:

Should the Employee commit serious misconduct, as outlined in annexure "A", the Employee shall be given an Annexure "C" to appear before a disciplinary hearing. A person appointed by the Employer will act as chairperson. The chairperson shall determine the date, time and place of the disciplinary hearing. The Employee shall have the right to be represented by a shop steward (union representative) or co-Employee and to present evidence. Should the Employee refuse or fail to appear at the disciplinary hearing, the hearing may proceed in the Employee's absence. The Employee will also have the right to appeal.

18.3.1. Verbal and Written Warning:

If the employee commits non-serious misconduct as outlined in Annexure "A" that merits a verbal or written warning, the Employer or his authorised representative shall complete such warning to be handed to the Employee for signing thereof. The Employee is entitled to submit his/her written comment on each and every warning received. Each warning shall be valid for a period of 6 (six) months, after which it will expire.

18.3.2. Final Written Warning:

Should the Employee commit misconduct, which merits a final written warning, the same procedure for a verbal and written warning, set out above, must be followed. The Employee shall also be informed that a further contravention may result in demotion, suspension without pay or dismissal. A final written warning will also be valid for 6 (six) months, unless the final written warning was given as a sanction after a disciplinary hearing, in which case it shall be valid for 12 (twelve) months.

18.3.3. Suspension as Sanction:

If an Employee is convicted of serious misconduct, he/she may be suspended without pay for a maximum period of 1 (one) week. The Employee consents not to be remunerated for the period of suspension.

18.3.4. Suspension in Anticipation of a Hearing:

Should the Employee commit a dismissible offence, the Employer may suspend the Employee's employment on full pay with immediate effect and the Employee shall appear before a disciplinary hearing as soon as possible.

18.3.5. Demotion:

Should the Chairperson upon completion of a disciplinary hearing recommend that the Employee be demoted and the Employee agrees to such demotion, the Employee's salary/wages shall be adjusted accordingly with immediate effect.

18.3.6. Appeal Procedures:

18.3.6.1. *In the event of the Employee wishing to appeal against his/her conviction and/or the sanction imposed on him/her, as result of a disciplinary hearing, he/she must submit the grounds for appeal in writing within 7 (seven) days after being notified of the conviction and/or sanction, unless the sanction was a dismissal following a conviction after the desertion procedure has been followed, in which case the appeal periods prescribed in clause 21 will apply.*

18.3.6.2. *The prescribed appeal application form ("Annexure E") must be completed and submitted to the Employer/ manager/ supervisor.*

18.3.6.3. *No formal appeal hearing shall be held. The Employer shall submit the appeal application to an independent person, who was not involved in the initial hearing, who shall make a final decision based on the appeal application, the minutes of the disciplinary hearing, as well as other relevant facts.*

18.3.6.4. *The result of the appeal application shall be communicated to the Employee within a reasonable time period.*

18.4. *If a disciplinary hearing is held in the absence of the Employee due to the Employee's unavailability or refusal/failure to appear, the Employer shall hand a copy of the disciplinary report to the Employee or send a copy per registered mail to his/her last known address.*

- 18.5. *The Employee agrees to submit him/herself to any examination, medical or otherwise or examination by means of apparatus especially designed for the purpose of testing, in the event of any suspicion by the Employer or supervisor of such Employee being involved in dishonest or irregular activities, or being under the influence of liquor or a substance, which has a narcotic effect.*
- 18.6. *The Employee accepts the admissibility of such testing and result of such testing, and the submission of such report or result, and in the event of testing for alcohol, it will be sufficient proof of the state of sobriety or intoxication of such an Employee on time of testing.*

19. DISMISSAL FOR INCAPACITY

Should the Employee be or become incapable of performing his/her duties as expected due to ill health or injury or because of poor work performance, the Employer shall follow the guidelines set out in Schedule 8 of the Labour Relations Act, 1995.

20. RETRENCHMENT

- 20.1. *The Employer shall have the right to terminate this contract for reasons based on economic, technological, structural or other similar needs.*
- 20.2. *Should the Employer contemplate the termination of this contract for these reasons, the Employer shall follow the guidelines contained in Section 189 of the Labour Relations Act, 1995. The Employee takes note that in the event of him/her being affected by retrenchments, the Employer may apply selection criteria based on his/her disciplinary record, absenteeism, skills and performance.*
- 20.3. *Should the Employee's services be terminated as a result of these reasons, and unless the provisions of Section 41(4) of the Act apply, the Employee shall be paid severance pay equal to one week's remuneration for each completed year of service with the Employer.*

21. DESERTION

An Employee shall be regarded as having deserted from his Employer's service after a continuous absence of 5 (five) working days without notification to his Employer of his whereabouts, provided that:

- 21.1. *The Employer shall attempt to contact the Employee in writing at the last known address, supplied by the Employee, informing the Employee of his/her unauthorised absence and of the intention to hold a disciplinary hearing at the work place;*
- 21.2. *The Employee shall be given a fair opportunity to state a case in response upon his/her arrival;*

21.3. After the aforementioned 5 (five) days has lapsed, a notice of desertion to submit reasons for absence and a notice for a disciplinary hearing will be served on the Employee by registered mail, to his/her last-known postal address, or such notice will be handed to the Employee personally. In the event of the Employee receiving proper notice, as above, and fails to attend the hearing and/or fails to submit acceptable reasons for his/her absence, the hearing will proceed in the absence of the Employee, and he/she will be deemed to have deserted and his/her services may be terminated. The Employer will serve a notice on the Employee as prescribed above, which will serve as notification that his/her services have been terminated.

21.4. The Employee shall be allowed a period of one month to lodge with his Employer a written appeal against his dismissal.

22. GRIEVANCE PROCEDURE

The Employee shall lodge any grievance with the Employee's immediate supervisor. Should the supervisor not be able to solve the problem to the satisfaction of the Employee, it will be referred to the Employer whose decision on the matter will be final. The Employer will have 14 (fourteen) days to resolve the grievance. The Employee will only resort to an external dispute resolution mechanism if the Employer has failed to resolve the grievance. Annexure "G" of this agreement is to be used for grievance purposes in terms of this clause.

23. CLOTHING EQUIPMENT AND TOOLS

23.1. Should the Employer issue the Employee with any clothing, equipment or tools for the purpose of the Employee's work, such items shall at all times remain the property of the Employer. The Employee shall be responsible for the safe custody, maintenance and cleaning thereof and shall return such items in good condition, given fair wear and tear, on the Employers' request. If the Employee fails or refuses to return it, he/she authorises the Employer to withhold such reasonable amount, representing the value thereof, from any monies due to the Employee.

23.2. Should the Employee damage or lose any property of the Employer due to the Employee's wage / salary, providing that such deduction may not exceed 25% (twenty five) of the Employee's wage / salary at a time, and only after an inquiry into the circumstances of the incident was held.

24. LOSS CONTROL

24.1. The Employee undertakes to act honestly and with integrity at all times, and to protect the Employers' property. He/she accepts the obligation to report to the Employer any irregularities, dishonesty or any other conduct of any co-Employee or person, constituting misconduct, he/she is or become aware of, without delay.

- 24.2. *The Employee hereby consents to his/her person, property and/or vehicle being searched by the Employer or his/her nominated representative, provided that female Employees shall be searched by female persons and male Employees by male persons.*
- 24.3. *The Employee acknowledges and associates him/herself with the fact that close circuit television and other camera surveillance equipment will be used in the workplace to monitor and control theft and other losses. The Employee also agrees that visual material obtained in this fashion could be used as exhibits.*

25. CONFIDENTIALITY

The Employee shall refrain from disclosing any confidential information to any third party or entity during the operation of this agreement or after its termination, unless the Employer specifically agrees. Breach of this clause may lead to disciplinary action against the Employee.

26. CONFLICT OF INTEREST

The Employee will refrain from any conflict of interests with the Employer and will not engage him/herself in any business/undertaking or activity or commit any action, whilst employed by the Employer, which directly or indirectly is or may be to the detriment of the Employers' business, and which causes a conflict of interest, unless the Employer consents in writing.

27. RESTRAINT OF TRADE

- 27.1. *The Employee undertakes not to be engaged in any other business, in competition with the Employer's business, be it direct or indirect, or as a shareholder, partner, member of a Close Corporation, director of a company or in any other capacity, within 1 (one) year after termination of this agreement, in the area known as Information and Technology.*
- 27.2. *The Employee acknowledges and agrees that the aforesaid restraint is fair, reasonable and necessary for the protection of his Employer, his Employer's trade name and the goodwill attached thereto.*
- 27.3. *Without prejudice to any other rights which the Employer may have in law, the Employee acknowledges that the agreed damages due to his/her Employer will be an amount of R5 000-00 (five thousand rand) in respect of each calendar month during which any breach of the aforesaid restraint continues, and that the Employer shall be entitled to recover such amount, and any associated recovery costs, from the Employee in respect of such breach.*

28. SAFETY MEASURES

The Employee will strictly adhere to all safety measures announced from time to time by the Employer. Non-compliance will be considered to be serious misconduct, and the Employer is hereby indemnified by the Employee towards any liability resulting from an injury or illness as a result of non-compliance with safety measures.

29. BUSINESS VEHICLES

- 29.1. Should the Employee, as driver of a vehicle, commit a traffic offence and incur a fine, in the course of his/her duties, he/she will be held responsible for such fine.
- 29.2. The Employee must, prior to the use of the company vehicle, inspect the vehicle and report any defects or damage to the Employer. The Employee will be responsible for any fines which relates to the maintenance of or defects on the vehicle where the driver failed to inspect the said vehicle and report the defect to the Employer, prior to utilising the vehicle.
- 29.3. Should the Employee as driver of the business vehicle be involved in an accident caused by the negligent, wilful or unlawful conduct of the Employee, he/she will be responsible for all damage caused.
- 29.4. The Employee hereby agrees to the deduction of the amount of such fine and or damage, provided that it does not exceed 25% (twenty five percent) of his/her salary and after the circumstances of the offence were investigated.
- 29.5. Business vehicles may under no circumstances be used for private purposes, and under no circumstances may any private persons be transported in or on such vehicle. The Employer is indemnified against any action due to an Employee's failure to comply with this provision.
- 29.6. If the vehicle is fitted with any anti-theft devices, it must at all times be activated whenever the vehicle is not in use.
- 29.7. The Employee hereby acknowledges that he/she has been informed of and agrees to comply with the Employer's policy regarding the use of business vehicles, including the requirements pertaining to AARTO legislation.

30. EMPLOYEE COMMUNICATION

- 30.1. The Employee is not entitled to use business equipment, *inter alia*, telephones, cell phones, fax machines and computers, for private purposes without the Employer's prior permission, unless in an emergency or a policy to the contrary exists.
- 30.2. The Employer reserves the right to access, monitor, read, filter, block, delete, use and act on any incoming or outgoing email messages, sent or received by the Employee, attachments to such emails, hyperlinks in such email messages or attachments, websites visited by the Employee and files or records saved automatically, or by the Employee, on the Employer's equipment.

31. TRAINING

The Employer shall be responsible for the costs of applicable training which he is unable to provide himself, provided that costs that have been incurred with regards to the said training will be recovered from the Employee in the event of him leaving the Employer's service within the period of 6 (six months) after having completed the said training from any amount due to the Employee. Last mentioned period to commence from date of completion of the said training. Should more than one training program run concurrently, the period would be calculated based on the completion of each training program.

32. GENERAL

All rules and policies announced from time to time by the Employer will form an integral part of this agreement. The Employee must notify the Employer in writing, within 7 (seven) days, of any change of his / her address.

SIGNED AT EAST LONDON ON THE **23** DAY OF **April 2018**.

**EMPLOYEE****EMPLOYER****WITNESSES:****Witness 1****Witness 2**

Both parties and witnesses must initial all the other pages of this contract and deletions.