

PERMANENT CONTRACT OF EMPLOYMENT

between

(Company registration number: _____)

(hereinafter referred to as "the Employer")

and

(Identity No. _____)

(hereinafter referred to as "the Employee")

1. COMMENCEMENT AND DURATION

- 1.1 The date of commencement of the Employee's employment by the Employer ("the Commencement Date") shall be _____, regardless of the date of signature of this agreement.
- 1.2 This agreement shall endure until terminated in terms of clause 9 or 10 hereof.

2. POSITION AND DUTIES

- 2.1 The Employee is employed in the position of _____ (**job title**).
- 2.2 The Employee's duties will include those set out in the attached job description (Annexure A), together with all normal duties associated with and reasonably within the scope of the above position. The Employee is required to follow all lawful and reasonable instructions and shall carry out any duties honestly to the best of his/her abilities.
- 2.3 The Employee shall be directly answerable to and responsible to _____ (**name or position of supervisor**).
- 2.4 The Employee's place of work shall be at the Employer's premises at _____ (**Employer's address**), or such other place as the Employer may reasonably determine from time to time.

3. WORKING DAYS AND HOURS

- 3.1.1 The Employee's is required to work on the following days per week:

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- 3.1.2 The employee's working hours are as follows:

Starting time: _____ h _____

Ending time: _____ h _____

Or

The Employee is required to work variable shifts. The Employee shall work _____ (**number of hours**) normal hours per week, in accordance with a shift roster which shall be issued to the Employee in advance of each week.

(Delete whichever is not applicable)

- 3.2 The Employee shall be entitled to the following breaks during the working day:
 - 3.2.1 Lunch: _____ minutes (**minimum 30 minutes**), to be taken at a time to be specified by the Employer (**Delete if the employee works 5 hours or less per day**);
 - 3.2.2 Tea: _____ minutes, to be taken at a time or times to be specified by the Employer (**Not compulsory, delete if not applicable**).
- 3.3 The Employee shall not be required to work normal hours of more than _____ hours per week, excluding breaks (**maximum 45 hours**).

4. REMUNERATION

- 4.1 As at the commencement of this agreement the Employee's gross salary, before any deductions, shall be:
R_____ per month / week / hour (**Delete whichever is not applicable**), payable in arrears into his/her bank account on or before the last day of each month / week. The Employee must ensure that the Employer has his/her correct banking details.
- 4.2 The Employer shall be entitled to deduct the following from the Employee's wages:
 - 4.2.1 Income tax, on a pay-as-you-earn (PAYE) basis;
 - 4.2.2 Unemployment Insurance Fund Contributions;
 - 4.2.3 Bargaining council contributions (**Only if applicable**);
 - 4.2.4 Any other amount which the Employer is obliged by law to deduct; and
 - 4.2.5 Any other amount which the Employee authorises the Employer in writing to deduct. The Employee hereby authorises the Employer to deduct from his/her wages any monetary amount owing by the Employee to the Employer at any time, subject to the provisions of section 34 of the Basic Conditions of Employment Act No. 75 of 1997 as amended which provide that deductions may not exceed 25% of the employee's monthly remuneration.
- 4.3 Increases in salary and bonuses are not guaranteed and may be granted at the sole discretion of the Employer. (**Delete if not applicable**)

5. OVERTIME

- 5.1 The Employee understands that the nature of the work may require overtime to be worked from time to time, and hereby agrees to do so when required, up to a maximum of ten hours per week, including on weekends and public holidays if so required.
(Delete if not applicable)

- 5.2 If applicable, the Employee will be paid overtime pay in accordance with the rates set from time to time by the bargaining council having jurisdiction. If no bargaining council has jurisdiction, overtime pay will be in accordance with the provisions of the Basic Conditions of Employment Act (BCEA) that provides for payment at 1.5 times the normal hourly rate unless time off is agreed in place of payment or the employee earns in excess of the overtime threshold.
- 5.3 Overtime worked on a Sunday is remunerated:
 - at 1.5 times the normal hourly rate if Sunday is a normal working day for the employee; **or**
 - at 2 times the normal hourly rate.

(Delete whichever is not applicable)
- 5.4 If required by the Employer, the Employee agrees to work up to 12 hours (exclusive of meal intervals) on any day without overtime pay, provided that the total ordinary weekly working hours of the Employee are not exceeded in that week.
- 5.5 The Employee may not work overtime unless authorised by the Employer.

6. ANNUAL LEAVE

- 6.1 Leave may be taken at a time or times agreed between the Employee and the Employer. The Employee shall be required to submit a written leave request to the Employer for approval prior to taking any leave.
- 6.2 The Employee shall be entitled to:
 - 15 working days per annual leave cycle; **or**
 - one day's paid leave for every 17 days on which the employee worked or was entitled to be paid;
or
 - one hour's paid leave for every 17 hours on which the employee worked or was entitled to be paid.

(Delete whichever is not applicable)
- 6.3 Annual leave shall accrue at a rate of:
 - 1.25 days per month worked; **or**
 - one day for every 17 days worked.

(Delete whichever is not applicable)
- 6.4 The Employer shall be entitled to require the Employee to take annual leave at a time when the business is closed.
- 6.5 The Employer must grant annual leave to the Employee no later than six months after the end of the annual leave cycle.

7. SICK LEAVE

- 7.1 As a 5 day a week Employee, the Employee is entitled to 30 days paid sick leave in each 36 month sick leave cycle commencing on the date of employment; **or**

- As a 6 day a week Employee, the Employee is entitled to 36 days' paid sick leave in each 36 month leave cycle commencing from the date of employment; **or**
- As a daily paid Employee, the employee is entitled to one day's paid sick leave in every 26 days worked; **or**
- As an hourly paid Employee, the Employee is entitled to one hour's sick leave in every 26 hours worked.

(Delete whichever is not applicable)

Any sick leave in excess of this shall be unpaid sick leave.

- 7.2 During the first six months of employment the Employee will be entitled to one day's sick leave for every 26 days worked. Any days taken will be deducted from the sick leave entitlement for the first sick leave cycle.
- 7.3 The Employee shall be required to produce a valid medical certificate signed and issued by a registered medical practitioner in respect of any period of sick leave in excess of two consecutive working days or, where the Employee has been absent on two or more occasions during an eight-week period, in respect of any further sick leave during the next eight weeks; or for any sick leave taken before or after a weekend or public holiday; or as otherwise reasonably required by the Employer. Failure to produce a medical certificate when required may result in the sick leave being treated as unpaid sick leave. However, where the Employee resides on the Employer's premises and it is not reasonably practical for the Employee to obtain a sick certificate, the Employer may not withhold payment unless the Employer provides reasonable assistance to obtain the certificate.
- 7.4 The Employee accepts that the Employer is dependent on his/her regular attendance, and that persistent absenteeism shall render the Employee unsuitable for employment and could result in the termination of his/her services on the grounds of incapacity or misconduct.
- 7.5 Should the Employee be unable to attend work on any working day, s/he shall be required to telephone or otherwise notify the Employer as soon as reasonably possible in order that contingency arrangements can be made. The Employee must notify his/her direct supervisor, and in the absence of the direct supervisor, the supervisor's manager. Messages left with fellow employees/colleagues are unacceptable.

8. PUBLIC HOLIDAYS

- The Employee shall be entitled to all statutory public holidays which fall on a working day on full pay; **or**
- The Employee is required and hereby consents to work public holidays, which shall be remunerated in terms of the bargaining council overtime rates or the BCEA.

(Delete whichever is not applicable)

9. PROBATION

The Employee's continued employment is subject to the successful completion of a ____ (**number**) month probationary period during which time the Employee's suitability for the position shall be assessed by the Employer. Should the Employee be found unsuitable, the Employer may terminate this contract during or at the end of the probation period, on notice, as provided for in Clause 10 below.

10. TERMINATION OF EMPLOYMENT

- 10.1 This agreement may be terminated by either party giving notice to the other as follows:
 - 10.1.1 one week during the first six months of employment;
 - 10.1.2 two weeks after six months of employment but less than one year; and
 - 10.1.3 four weeks thereafter.
- 10.2 Despite clause 10.1 above, the Employer may terminate this contract without notice on any ground justifying summary dismissal.
- 10.3 If the Employee is absent for five consecutive working days without notifying management as to his/her whereabouts, she/he shall be deemed to have deserted his/her employment and the employment contract may be terminated after following a fair procedure.
- 10.4 The Employer shall be entitled to terminate this agreement prior to the expiry date on the grounds of misconduct, incapacity or its operational requirements, subject to a fair procedure being followed and notice as per clause 10.1 and 10.2 above, where applicable.
- 10.5 Failing earlier termination of this agreement, the agreement shall terminate automatically at the end of the month during which the Employee reaches the company's normal retirement age of ____ (**number**). Such termination shall not constitute a dismissal.

11. WORK RULES

- 11.1 An Employee is required to be honest, trustworthy and to genuinely dedicate his/ her full capability to the Employer.
- 11.2 Mutual respect between Employer, Employee, fellow employees, customers and suppliers is the foundation of the workplace.
- 11.3 Any breach by the Employee of the following rules shall be regarded as a serious breach of this Contract of Employment and may result in the termination of the Employee's services. This list is not exhaustive, and the Employer reserves the right to take disciplinary action against the Employee, possibly including dismissal, as a result of any other conduct by the Employee which is deemed to be unacceptable:
 - 11.3.1 Any harassment or abusive behaviour.
 - 11.3.2 Any assault or threatening or intimidating behaviour.
 - 11.3.3 Any action which could detrimentally affect the health and safety of any of the Employer's employees, suppliers or customers.
 - 11.3.4 Any conflict of interest between that of the Employee and the Employer.

- 11.3.5 Any action which brings the reputation of the Employer into disrepute.
 - 11.3.6 Any dishonest or fraudulent action in relation to any aspect of the Employee's work or of relevance to the workplace.
 - 11.3.7 Any tampering with, wilful damage to, or negligent handling of any property of the Employer, supplier or customers of the Employer.
 - 11.3.8 Unauthorised removal or possession of any property of the Employer, supplier or customers of the Employer.
 - 11.3.9 Being in possession of or under the influence of alcohol or any illegal substance while on duty.
 - 11.3.10 Insubordination and/or failure to carry out reasonable and lawful instructions.
 - 11.3.11 Refusal to work.
 - 11.3.12 Repeated late-coming, early departure, or other timekeeping issues.
 - 11.3.13 Unauthorised absence from work.
- 11.4 The Employer reserves the right to notify employees of any reasonable rules of the workplace from time to time, and the Employee undertakes to abide by all such rules.

12. CONSENT

- 12.1 The Employee hereby consents to the right of the Employer to conduct searches of the Employee's person or property from time to time, provided that such searches are reasonable and conducted in such a manner that is lawful and that shall not impair the dignity of the Employee. "Property" includes electronic property.
- 12.2 The Employee hereby consents to undergo breathalyser and/or blood tests for alcohol or drugs if reasonably so required by the Employer.
- 12.3 The Employee hereby consents to undergo a polygraph test if so required by the Employer.

13. COMPLIANCE WITH LEGISLATION / AGREEMENTS

The employment relationship between the Employer and the Employee shall be subject to and governed by all applicable labour legislation, including but not limited to the Basic Conditions of Employment Act 75 of 1997, the Labour Relations Act 66 of 1995, the Occupational Health and Safety Act 85 of 1993, the Unemployment Insurance Act 63 of 2001, and the Compensation for Occupational Injuries and Diseases Act 130 of 1993, as well as the Main Agreement and other applicable collective agreements and rules of any bargaining council having jurisdiction.

14. POLICIES AND PROCEDURES

To the extent that the Employer has or may at any time in the future develop any written policies or procedures, such policies and procedures shall be incorporated into and form part of this Contract of Employment. Access to all such policies and procedures, as they may exist from time to time, shall be available to the Employee on request to the Employer.

15. DISCIPLINE, INCAPACITY, OPERATIONAL REQUIREMENTS AND GRIEVANCES

- 15.1 The Employer may take disciplinary action against the Employee for any potential breach of conduct.
- 15.2 The Employer may take action in relation to unsatisfactory performance, or other incapacity on the part of the Employee.
- 15.3 Due to operational requirements, an Employer may initiate retrenchment procedures that could affect the Employee.
- 15.4 Should the Employee wish to raise any dissatisfaction relating to the workplace, this must be done by the lodging of a written grievance to the Employee's supervisor, or his/her superior.

16. PRIVATE WORK

- 16.1 Whilst in the employ of the Employer, the Employee is prohibited from undertaking any private work of any nature during the Employee's working hours, without the prior written consent of management
- 16.2 The Employee may not perform any after-hours work for any other employer without the prior written permission of the Employer.

17. CONFLICT OF INTEREST

- 17.1 The Employee must report any potential conflict of interest to the Employer as soon as she/he becomes aware of the possible conflict. Such conflict may arise from any involvement by the Employee or the Employee's immediate family with any customer or supplier of the Employer or any other entity doing business with the Employer, whether or not the Employee or any immediate family member of the Employee stands to benefit in any way from the relationship.
- 17.2 The Employee may not accept any payment, gift or other benefit of whatever value from any entity doing business with the Employer, without first disclosing the offer of such payment, gift or benefit to the Employer and obtaining written permission from an authorised person to accept such payment, gift or benefit.

18. CONFIDENTIALITY

- 18.1 The Employee understands that any information relating to the Employer's business which is not in the public domain must be regarded as confidential.
- 18.2 The Employee undertakes in favour of the Employer that –
 - 18.2.1 in order to protect the proprietary interest of the Employer in the confidential information, s/he will not directly or indirectly, whilst an employee of the Employer or at any time thereafter, use any confidential information for his/her own benefit or the benefit of any other person, and shall not disclose any confidential information to any person other than as required in the ordinary performance of his/her duties;

18.2.2 any written instructions, drawings, notes, memoranda or records (including, but not limited to, any computer records, flash drives, portable computer drives and the like) relating to or containing any of the confidential information, which are made by the Employee or which come into his/her possession during the period of his/her employment by the Employer, shall be the property of the Employer and shall be surrendered by the Employee to the Employer on termination of his/her employment or otherwise when required by the Employer, and the Employee will not retain any copies thereof or extracts therefrom.

19. WARRANTY AND DUTY OF CARE

- 19.1 The Employee warrants that he/she is able to perform the duties for which he/she has been employed.
- 19.2 The Employee undertakes to exercise due care in the performance of his/her duties and to take all reasonable steps to ensure the safekeeping of the Employer's assets and the health and safety of other employees, customers and members of the public.

20. GENERAL

- 20.1 The Employee acknowledges that he/she fully understands the terms of this Contract of Employment, and that s/he has signed this agreement of his/her own free will and without any duress, coercion, undue influence or verbal warranties or promises of any nature whatsoever.
- 20.2 This written agreement, together with any written policies, procedures and rules of the Employer, contains all the terms and conditions of the Employee's employment with the Employer, and no additions, deletions, amendments, verbal statements or representations made at any time by either party shall be binding on the parties unless reduced to writing and signed by the parties.
- 20.3 The provisions of clause 18.2.1 shall survive the termination of this agreement in perpetuity.

SIGNED AT _____ ON THIS _____ DAY OF _____ 20____

For:
Employer

Employee

Witness

Witness

Annexure A

Job Description

This job description is intended as a brief reflection of the Employee's main duties and is not exhaustive.

The Employer reserves the right to amend this job description from time to time as may reasonably be required given the nature of the Employer's business and the prevailing circumstances.

The Employee's main duties shall be as follows:

