5. The Employee accepts that the following employment conditions (as set out in the policies and procedures of the organisation) shall apply in terms of this employment contract, and that the Employer may amend such conditions after consultation with the Employee according to the requirements of practice and market considerations:

5.1. Wage:

Calculation set out in Addendum A

The Employee shall receive his / her wage bi-weekly on a Saturday per electronic transfer. Payment for the two-week period will effectively happen on a Saturday two weeks after the last day of the specific two-week period.

The Employee will provide the Employer with valid details of a bank account for purposes of electronic transfers of wages or salaries.

Pro rata compensation is applicable to employees who enter or exit, or where the Employee's conditions changes, the Employer on any other day than the first or last day of the month.

The Employer shall ensure the Employee's salary is in line with the National Minimum Wage Act 1998.

5.2. Deductions

The following deductions are agreed upon:

- 5.2.1 All statutory deductions
- 5.2.2 Any other deduction specified in terms of legislation regulating conditions of employment.
- 5.2.3 Transport deduction. Amount set out in Addendum B
- 5.2.4 PPE issued to the employee that is not returned and returned in a good condition. Amount set out in **Addendum C**
- 5.2.5 Lost clocking cards/production cards Amount set out in Addendum D
- 5.2.6 Payment of remuneration, overtime or benefits incorrectly calculated shall be deducted from the Employee's salary and the Employee agrees to such deduction.
- 5.2.7 The Employee, on signing of this Agreement, also consents to deductions being made by his/her Employer, for all money owed to the Employer because of the following:
 - 5.2.7.1 Loans
 - 5.2.7.2 Breakage,
 - 5.2.7.3 Damage to property,
 - 5.2.7.4 Failure to attend an annual medical or required scheduled training,
 - 5.2.7.5 Damage to equipment or plant, or
 - 5.2.7.6 Negligent damage or costs caused by the Employee to the company,
- 5.2.5. Deductions as set out in clauses 5.2.7.2 5.2.7.6 would only be made after an investigation or an opportunity was given to the Employee to state his/her case, in which it was shown that the Employee could be held responsible for the losses incurred by the Employer.
- 5.3. Clocking system

All employees are required to clock in and out daily on the provided clocking system with their assigned unit manager. The employer will institute a rule of **no clock**, **no pay**.

5.4. Working hours:

As per Hours of work guideline

5.5. Overtime:

As per Hours of work guideline

5.6. Sunday work:

Any type of work performed on Sundays shall be per agreement between the parties and the Employee shall be paid as follows:

Time worked on Sunday	Payment	
One hour or less	Double the hourly wage	
More than one hour but not more than two hours	Double the normal wage for time worked	
More than two hours but not more than five hours	The normal daily wage	
More than five hours	The greater of double the wage payable in respect of time worked (excluding overtime) or the normal daily wage	

- 5.7. Work stoppage: The Employer shall, by giving the employee at least one hour's notice, decide whether work cannot be performed due to inclement weather or other unforeseen circumstances.
- 5.8. Short time and Inclement weather

Should it not be possible to perform work due to circumstances not within the control of the employer, including but not limited to operational requirements, a lack of or breakdown of electricity supply, unexpected breakdown of plant or machinery, shortage of fuel or inclement weather, community unrest the employer may implement a system of short time, in which case the following provisions will apply:

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 4 (four) hours. If the employee had to remain present at the workplace for longer than 4 (four) hours, at request of the employer, the employee shall be paid for the period he/she remained at the workplace,

Should work be stopped after the first 4 (four) hours, the employee will only be paid for the hours worked.

Should work be stopped during the first 4 (four) hours, the employee will be paid for 4 (four) hours only,

Where the employer has given the employee notice on the previous working day that no work will be possible, the employee will not be required to report to work, and he/she will not be entitled to any payment.

- 5.9. Leave: One day's leave for every 17 days worked shall be paid out on termination of the contract where the total duration of the contract(s) exceeds four months.
- 5.10. Sick leave: Paid sick leave of one working day for every 26 days in respect of which the Employee was entitled to payment, provided that an appropriate medical certificate is submitted for absence of more than two days, or on more than two occasions within eight weeks.
- 5.11. Public holidays: If any public holiday falls on a normal working day within a period of unbroken service, the Employee shall be entitled to a day off on full pay, and if the holiday falls on a Sunday, the Employee shall have the subsequent Monday off on full pay. If the Employee works on such a public holiday, he /she shall be paid at least double his / her daily wage, unless the majority of employees, at the Employer's request, agree to exchange that day with another normal working day within a reasonable period of time.
- 6. Parental Leave
- 6.2. Female Employees shall be entitled to four months' maternity leave without pay.
- 6.3. In the case where an employee is a parent, he/she is entitled to 10 consecutive unpaid days leave on the day:
 - The employee's child is born
 - Adoption order is granted by the court
 - A child is placed in the care through a court, of the prospective parents awaiting a pending application

In the case where parental leave is taken, family responsibility leave will lapse.

7. Family responsibility leave

The Employee shall be entitled to three days' family responsibility leave per annum provided that he / she works at least four days a week and has worked for the Employer at least four months.

- 8. The Employee accepts that this agreement shall be terminated:
 - in the case where the employment contract may be legally terminated by giving notice, by one party giving the other party one week's written notice during the first six months of employment, and four weeks' notice thereafter.
 - if the Employee is dismissed for any reason deemed fair in law, after a proper and fair disciplinary procedure had been followed.
 - if the Employee, due to medical disability, is unable to resume or continue performing his / her duties within a reasonable period; or
 - if the period / task for which the Employee had been appointed has lapsed or has been completed.
- Unauthorized absence from work

If the Employee is absent from work without permission, i.e. for any reason other than authorized leave and sick leave, the Employee shall not be entitled to any pay for the days of absence or part of the day and will be subject to disciplinary action.

10. Desertion/Abscondment as Breach of Contract

The Employee agrees that should he/she fail to report for work for more than five (5) consecutive days without leave and/or notifying his/her direct Supervisor with satisfactory proof, it will constitute a serious breach of contract and he/she shall be deemed to have deserted/absconded.

11. The Employee accepts the conditions in the Employer's code of conduct and other rules as set out in the policies and procedures, as well as the disciplinary and grievance procedures therein, as explained to the Employee and which include the Employer's right to conduct reasonable security searches and testing for the use of alcohol and drugs.

If an employee is suspected to be under the influence a physical assessment may be made to check for symptoms and random alcohol breathalyser assessments may be conducted to test for intoxication on the farm. A zero-tolerance policy will apply.

Thus agreed and signed at	on this day of 20
Employee	On behalf of Vierfontein Farm