**Employee Service Agreement - Meaning, Importance, Sample, Examples, and More**

A formal employee service agreement must be made when you are willing to invest in an employee for the long term and provide them complete rights to work full-time with you. This type of service agreement falls within the category of 'legal documents,' and as a result, it necessitates a great deal of attention and care when preparing.

You might be wondering what is an employee service agreement, why it is important, and how to write this type of agreement. This blog will discuss everything you need to know about the Employment service Agreement. Read further to gain more insights about the same.

**What is an Employee Service Agreement?**

An employee Service Agreement is a contract signed between an employer and an employee. This document is signed to hire an employee for your organization. The employee contract contains details like hours of work, the roles and responsibilities, the rate of pay, etc.

In case there is any dispute or disagreement in the terms of employment, both parties can refer to this document.

**Why is an Employment Contract Important?**

A services agreement is an important document as it contains all the necessary employment details. It is an official record between an employer and a service provider that contains the necessary information about the job/services to be delivered and received between the said parties. This type of agreement formally documents the parties' unique terms of association. It contains phrases pertaining to the tasks/services, such as the nature of the job, period of employment, salary/compensation, and confidentiality obligations, among other things.

It is a vital stage since it explicitly states both parties' rights and liabilities, avoiding future legal difficulties and confusion. Its primary aim is to act as written evidence of the parties' promises, ensuring that the parties would follow through on their obligations.

**What Does an Employee Service Agreement Contain?**

It should contain all the necessary terms and conditions. Below are the important details that must be covered in an employment services agreement:

* All the relevant and essential details of both the parties such as the full name, address, and age of the parties are included in the agreement,
* Information regarding the kind of job/employment,
* Duties and Responsibilities of and between both parties,
* Salary and remuneration clause that includes the information regarding benefits, raises, incentives, etc. Also mention if there are any other considerations, amounts, payments, expenses, reductions, or bills involved.
* Duration of the employment term/agreement term,
* Penalty clause that explains what the penalty would be if either party fails to fulfill the duties in accordance with the agreement,
* The non-compete clause stops the employee from starting any similar business or joining any organization that is the direct competition with the organization,
* Non-disclosure and confidentiality clause that stops the employee from sharing any sensitive information that he/she may be in contact with,
* Also, state the grounds on which the employee can be terminated,
* The general cause includes termination of the agreement, dispute settlement/arbitration clause, applicable laws, intellectual property rights, etc. and
* Signing date of the agreement.

**Types of Employment Contracts**

There are different types of employment service agreements to fit in with the different statuses of the individuals. A few of the most important types of employment contracts are:

* Permanent Employment Contracts - This type of contract is for the employees who work for regular hours (full-time or part-time), are paid salaries or hourly rate, and will work until termination by either of the parties.
* Temporary or Fixed-term Employment Contracts - This contract is for the employees who work full-time or part-time and are hired for a fixed period of time. Or for the employees who are temporarily employed with no fixed end date but the termination may happen at any time with notice.
* Executive Employment Contract - This contract states the contractual duties and expectations between a highly compensated executive and an employer. It is negotiated between both parties and may include legal assistance.

Other Employment Service Agreements that you may want to consider include:

* Freelance Employment Contract
* Independent Contractor Agreement.

**Employment Service Agreement Format**

| THIS EMPLOYEE SERVICE AGREEMENT was executed on the [number] day of [Month] at [Date].  BETWEEN  [Company Name], a company incorporated under the Companies Act, 1956 of the Companies Act, 2013, represented by Mr./Ms. [Name], son of/wife of/ daughter of Mr. [Name], with its registered office at [Address], hereby referred to as the EMPLOYER;  AND  Mr./Ms. [Name], son of/wife of/daughter of Mr. [Name], Indian, about [Age] years old, residing at [Address], referred to as the EMPLOYEE.  WHEREAS  The EMPLOYER is in the business of [insert the kind of the business].  The EMPLOYER requested applications from qualified individuals for the position [Job Title], and the EMPLOYEE forwarded an application dated [Date] to the EMPLOYER in response.  The EMPLOYER determined that the EMPLOYEE was properly qualified for the position after reviewing the application and supporting documentation and offered him a position as [Designation] in the Company.  The EMPLOYEE has agreed to the abovementioned appointment on the following terms and conditions.  IN CONSIDERATION OF THE MUTUAL OBLIGATIONS AND UNDERTAKINGS CONTAINED HEREIN, THIS AGREEMENT WITNESSES THE FOLLOWING:  POSITION NAME: [Job Title]  The above-mentioned EMPLOYEE is hereby assigned to the position of [Designation].  CONFIRMATION AND PROBATION:  For a period of [Duration], the EMPLOYEE will be on probation. The management's decision on the EMPLOYEE's performance during the probationary term is final and binding on the EMPLOYEE.  EMPLOYMENT DURATION:  The EMPLOYEE will be appointed as a permanent EMPLOYEE of the EMPLOYER for a term of [Duration] upon satisfactory completion of probation.  POSTING LOCATION:  On [date], the EMPLOYEE will report to work at [Place].  WORKING HOURS:  During the weekdays, the EMPLOYEE is obliged to work from [start time] to [end time]. [Weekly off days] would be the weekly holiday.  REMUNERATION  During the probationary period, the EMPLOYER shall give the EMPLOYEE a stipend of Rs. [Amount]. The EMPLOYER will pay the EMPLOYEE a base wage of Rs. [Amount] upon successful completion of probation.  The EMPLOYER will increase the EMPLOYEE's basic salary in accordance with the EMPLOYER'S policy.  HOLIDAYS & PERQUISITES:  Following confirmation, the EMPLOYEE will be eligible for various monetary and leave benefits as determined by the Company's leave policy.  ARBITRATION:  Any dispute arising out of or in connection with this Agreement or any subject related to it shall be brought to arbitration in accordance with the requirements of the Arbitration and Conciliation Act, 1996.  IN WITNESS WHEREOF, the parties hereto have attached their signatures on the above-mentioned day, month, and year.  SIGNATURE OF EMPLOYER  SIGNATURE OF THE EMPLOYEE  WITNESSES:  1.  2. |
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**Employment Service Agreement Example**

| THIS EMPLOYEE SERVICE AGREEMENT was executed on the 23rd day of November 2020.  BETWEEN  XYZ Solutions Pvt. Ltd., a company incorporated under the Companies Act, 1956 of the Companies Act, 2013, represented by Mr. Aakash Shah son of Mr. Ajeet Shah, with its registered office at 124, ABC Tower, Ahmedabad, Gujarat, hereby referred to as the EMPLOYER;  AND  Mr. Amit Sood, son of Mr. Paras Sood, Indian, about 25 years old, residing at DGF Tower, Ahmedabad, Gujarat, is referred to as the EMPLOYEE.  WHEREAS  The EMPLOYER is in the business of Software Development.  The EMPLOYER requested applications from qualified individuals for the position of Java Developer, and the EMPLOYEE forwarded an application dated 13th October 2020 to the EMPLOYER in response.  The EMPLOYER determined that the EMPLOYEE was properly qualified for the position after reviewing the application and supporting documentation and offered him a position as Jr. Java Developer in the Company.  The EMPLOYEE has agreed to the above-mentioned appointment on the following terms and conditions.  IN CONSIDERATION OF THE MUTUAL OBLIGATIONS AND UNDERTAKINGS CONTAINED HEREIN, THIS AGREEMENT WITNESSES THE FOLLOWING:  POSITION NAME: Java Developer  The above-mentioned EMPLOYEE is hereby assigned to the position of Jr. Java Developer.  CONFIRMATION AND PROBATION:  For 3 months, the EMPLOYEE will be on probation. The management's decision on the EMPLOYEE's performance during the probationary term is final and binding on the EMPLOYEE.  EMPLOYMENT DURATION:  The EMPLOYEE will be appointed as a permanent EMPLOYEE of the EMPLOYER for a term of 1 Year upon satisfactory completion of probation.  POSTING LOCATION: Ahmedabad, Gujarat  On 1st December 2020, the EMPLOYEE will report to work at the Ahmedabad Office.  WORKING HOURS:  During the weekdays, the EMPLOYEE is obliged to work from 9:00 AM to 6:30 PM. Saturday and Sundays would be the weekly holiday.  REMUNERATION  During the probationary period, the EMPLOYER shall give the EMPLOYEE a stipend of Rs. 10,000. The EMPLOYER will pay the EMPLOYEE a base wage of Rs. 30,000 per month upon successful completion of probation.  The EMPLOYER will increase the EMPLOYEE's basic salary in accordance with the EMPLOYER'S policy.  HOLIDAYS & PERQUISITES:  Following confirmation, the EMPLOYEE will be eligible for various monetary and leave benefits as determined by the Company's leave policy.  ARBITRATION:  Any dispute arising out of or in connection with this Agreement or any subject related to it shall be brought to arbitration in accordance with the requirements of the Arbitration and Conciliation Act, 1996.  IN WITNESS WHEREOF, the parties hereto have attached their signatures on the above-mentioned day, month, and year.  SIGNATURE OF EMPLOYER  SIGNATURE OF THE EMPLOYEE  WITNESSES:  1. Mr. Jatin Shah, HR Manager, XYZ Solutions Pvt. Ltd.  2. Mrs. Niharika Shah, Web Developer, XYZ Solutions Pvt. Ltd. |
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**Conclusion**

Get an online Employment Service Agreement Generator and create your employee letters in a matter of minutes not hours.

Top up your efficiency and reduce recurring HR Letter writing issues with our top-rated HRMS Software! Choose, fill in details and share with employees. In return improve your work efficacy, and reduce your time in writing letters.

**Meta Description -** Employee Service Agreements are signed between an employer and an employee. Prepare the lengthy Employment Contracts with just a few clicks and details with UBS.

**Format 1**

| **EMPLOYMENT AGREEMENT**  This Casual Employment Agreement (the “Agreement”) dated this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_\_\_\_\_ between:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (the “Employer”)  and:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Employee”).  **BACKGROUND**  WHEREAS, Employer wishes to retain Employee for certain work-related services,  WHEREAS, the Employee wishes to render such services to the Employer.  NOW, therefore, in consideration of the promises and covenants contained herein, as well as other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties do hereby agree as follows:  **1. TYPE OF EMPLOYMENT**  The Employee will be employed on the following basis: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [permanent full-time/ permanent part-time/fixed term/other] position.  **2. POSITION**  Employer will employ Employee in the following position: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ("Position").  Employees will be responsible for the following duties:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The Employer may change these duties and responsibilities during the course of the Employee’s employment after consultation with the Employee.  **3. EMPLOYMENT**  The terms and conditions of the relationship between Employer and Employee shall be determined by any applicable policies and procedure manuals, employee manuals, or other written governing documents belonging to and utilized by Employer and Employer's company, as well as by this Agreement. In case of any dispute or conflict between this Agreement and other written policies and/or procedures owned and utilized by the Employer or Employer's company, this Agreement shall govern.  **4. PROBATIONARY PERIOD**  Employees will be subject to a probationary period of the following: \_\_\_\_\_\_\_\_\_\_ [days/weeks/months]. During this probationary period, Employer may terminate the employment relationship at any time, for any reason, in Employer's sole and exclusive discretion, with or without notice.  **5. COMPENSATION**  In consideration for the Employee's performance of the Employee's Duties in accordance with this Agreement, the Employer agrees to pay the Employee the following compensation ("the Compensation"):  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [annually/per hour/commission compensation structure/wage plus commission compensation structure/other]  The Compensation will be paid \_\_\_\_\_\_\_\_\_\_\_ [weekly/monthly/other].  The Compensation will be paid by direct deposit into the Employee's nominated bank account.  **6. SCHEDULE & LOCATION**  Employees are expected to work within the following schedule:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Employees are expected to work at the following location:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **7. VACATION & HOLIDAYS**  Employee is entitled to the following amount of vacation time per year: \_\_\_\_\_\_\_\_ [days/weeks].  If Employee does not utilize all vacation time allotted in one year, Employee will be entitled to rollover the vacation time to the next year.  **8. BENEFITS**  Employer shall provide Employee with the following benefits of employment: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **9. TERM OF AGREEMENT**  The starting date for the employment is \_\_\_\_\_\_\_\_\_\_\_\_\_ ("Starting Date"). Employees will be expected to begin work on the Starting Date. This Agreement shall continue in full effect until terminated by either of the parties as outlined below. This Agreement will automatically renew for the same duration as established in the initial term (i.e. the same number of days, months or years as established in the initial term) and will continue to renew until either party provides notice, in writing, of its intention to cease automatic renewals, at which point, this Agreement will terminate prior to the following renewal date.  **10. TERMINATION**  Employer may terminate this Agreement at any time, with or without notice, for any reason or no reason at all. Employer does not need cause to terminate Employee's employment.  The Employee may terminate this Agreement at any time, by giving the employer not less than \_\_\_\_\_\_\_\_\_\_\_\_\_\_ weeks' written notice. Oral notice shall not suffice.  **11. RETURN OF EMPLOYER PROPERTY**  Upon the expiry or termination of this Agreement, the Employee will return to the Employer any property, documentation, records, or Confidential Information which is the property of the Employer.  **12. INTELLECTUAL PROPERTY**  Employee hereby covenants and agrees not to release or otherwise disclose any Trade Secret Information, as hereinafter defined, that Employee may have received in the course of the employment. Trade Secret Information includes, but is not limited to, any formula, process, method, pattern, design, or other information that is not known or reasonably ascertainable by the public, consumers, or competitors through which, and because of such secrecy, an economic or commercial advantage can be achieved.  **13. GOVERNING LAW**  This Agreement will be governed by and constructed in accordance with the laws \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.  **14. HEADINGS**  Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.  **15. SEVERABILITY**  This Agreement shall remain in effect in the event a section or provision is unenforceable or invalid. All remaining sections and provisions shall be deemed legally binding unless a court rules that any such provision or section is invalid or unenforceable, thus limiting the effect of another provision or section. In such cases, the affected provision or section shall be enforced as so limited.  **16. WAIVER**  None of the terms of this Agreement shall be deemed to have been waived by any act or acquiescence of either Party. Only an additional written agreement can constitute waiver of any of the terms of this Agreement between the Parties. No waiver of any term or provision of this Agreement shall constitute a waiver of any other term or provision or of the same provision on a future date. Failure of either Party to enforce any term of this Agreement shall not constitute waiver of such term or any other term.  **17. MODIFICATION OF AGREEMENT**  No modification of this Agreement shall be valid unless in writing and executed by both Parties.  **18. ADDITIONAL TERMS AND CONDITION**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  IN WITNESS OF THIS AGREEMENT the parties have executed this Agreement in duplicate on the date set out at the head of the Agreement.  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name of Employee  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature of Employee  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name of Employer Representative  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature of Employer Representative  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date |
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**Format 2**

| **CONTRACT OF EMPLOYMENT**  **MADE AND ENTERED INTO BY AND BETWEEN:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ with address at: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ herein represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ duly authorized hereto (hereinafter referred to as the “EMPLOYER”) AND \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ with address at: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as the “EMPLOYEE”) WHEREBY THE PARTIES AGREE AS FOLLOWS:  **1. APPOINTMENT**  The EMPLOYEE, who hereby accepts the appointment and is appointed as a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for the EMPLOYER.  **2. DURATION**  **2.1** This agreement will become effective as from \_\_\_\_\_\_\_\_\_\_\_ (insert date) and it will continue for an indefinite period until it has been canceled in terms hereof.  **2.2** The EMPLOYEE’s appointment (in the instance of new appointments) is subject to a 2 (two) month’s probationary period during which period the EMPLOYER may terminate the services of the EMPLOYEE for any fair reason. One week’s written notice of termination of service to the EMPLOYEE, prior to the end of the probationary period will be given.  **2.3** Substantive and procedural fairness will entail that the EMPLOYEE will be given the opportunity to state his / her case in response to the allegations being raised and to a final decision from the EMPLOYER.  **3. THE EMPLOYEE’S DUTIES**  **3.1** The core of the EMPLOYEE’s duties towards the EMPLOYER is a duty to obey all lawful and reasonable order and to perform such work as she / he is directed to perform which falls within his / her vocational ability.  **3.2** Without limiting the aforesaid duties, the EMPLOYEE is obliged to strictly comply with the provision of this agreement, may not misappropriate the EMPLOYER’s property, keep all information entrusted to him / her confidential and have to adhere to the general Code of Conduct that governs all relations with co-employees, clients and patients.  **3.3** The EMPLOYER undertakes to draft a duty sheet in accordance with the post description and it will be filed on the EMPLOYE's personnel file.  **4. WORK PLACE**  The EMPLOYEE will execute his / her duties at the following offices: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ provided that the EMPLOYER may require the EMPLOYEE to execute his / her duties at such a place as may be indicated by the EMPLOYER. Such an instruction will be given in writing to the EMPLOYEE.  **5. SERVICE HOURS**  **5.1** Service hours will be from 08h00 until 17h00 on weekdays. It will be expected from the EMPLOYEE to work on Saturdays as from \_\_\_\_\_\_\_\_\_\_\_\_\_\_ up to \_\_\_\_\_\_. The EMPLOYER will, however, not expect the employee to work more than 45 hours normal hours of work.  **5.2** The EMPLOYEE will be entitled to a meal interval of thirty continuous minutes. Interruptions will normally not be permitted, however operational circumstances may justify an interruption whereupon equivalent time off will be given.  **6. REMUNERATION The EMPLOYEE** will be entitled to the following remuneration:  **6.1** A monthly salary of R \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **6.2** ( OPTIONAL) An annual bonus equal to one month’s salary, payable on the EMPLOYEE’s birthday month (\*or: at the end of every year during December). This bonus will only be paid after the completion of twelve (12) months continuous service with the EMPLOYER.  **6.3** The EMPLOYEE hereby gives permission to the EMPLOYER to deduct all obligatory deductions as authorized by statute from the above remuneration.  **6.4** Overtime will be performed when so reasonably requested by the EMPLOYER and the EMPLOYER will remunerate the EMPLOYEE according to the Basic Conditions of Employment Act of 1997, as amended.  **7. LEAVE**  **7.1 ANNUAL LEAVE:**  **7.1.1** The EMPLOYEE is entitled to 21 (twenty one) consecutive days of leave on full pay for each and every annual leave cycle.  **7.1.2** The said leave shall be granted by the EMPLOYER as from a date determined by him at any time during the 12 months cycle but not later than six months after the completion of a 12 month’s period.  **7.1.3** Upon termination of the EMPLOYEE’s employment the EMPLOYER shall pay to the EMPLOYEE his / her full remuneration in respect of any leave which accrued, but not granted to him / her before the date of termination of the employment.  **7.2 SICK LEAVE:** The EMPLOYER shall grant to the EMPLOYEE who is absent from work through incapacity during a sick leave cycle of 36 months employment with the EMPLOYER sick leave equal to the number of days the EMPLOYEE would normally work during six weeks. During the first six months of continuous employment, the EMPLOYEE will be entitled to one days paid sick leave for every twenty six days of work. The EMPLOYEE will provide the EMPLOYER with a medical certificate when applying for sick leave. The medical certificate must be issued and signed by a medical practitioner or person who is certified to diagnose and treat patients and who is registered with a professional council.  **7.3 MATERNITY LEAVE:**  **7.3.1** The EMPLOYEE is entitled to unpaid maternity leave for a maximum period of 4 consecutive months commencing at any time from 4 weeks before the expected date of birth unless otherwise agreed upon or on a date as certified by a medical practitioner.  **7.3.2** The EMPLOYEE will inform the EMPLOYER at least 4 weeks before she intends to take maternity leave, of such dates.  **7.3.3** The EMPLOYEE may not work for 6 weeks after the birth of her child unless a medical practitioner certifies that she is fit to do so.  **7.3.4** The EMPLOYEE is entitled to commence employment after expiry of the maternity leave.  **7.3.5** The EMPLOYEE will be entitled to maternity benefits in accordance with the provisions of the Unemployment Insurance Act, 63 of 2001 and the EMPLOYER will assist the EMPLOYEE in processing her claim against the Unemployment Fund.  **7.4 FAMILY RESPONSIBILITY LEAVE**  The EMPLOYER will grant the EMPLOYEE during each annual leave cycle at the request of the EMPLOYEE, three days paid leave which the EMPLOYEE is entitled to take:  **7.4.1** When the EMPLOYEE’s child is born; or  **7.4.2** When the EMPLOYEE’s child is sick; or  **7.4.3** In the event of death of the EMPLOYEE’s spouse, parent, grant parent, child, adopted child or grandchild, brother or sister.  **7.4.4** The EMPLOYEE may take family responsibility leave in respect of the whole or a part of a day and the EMPLOYER may require a reasonable proof of the reasons for which the leave is required.  **7.5 ACCRUAL OF LEAVE**  **7.5.1** Leave may not be accrued by the EMPLOYEE and in the event of it not being taken, the EMPLOYEE will forfeit it.  **8. PUBLIC HOLIDAYS**  The EMPLOYEE is entitled to such public holidays on full pay as are determined by law.  **9. TERMINATION**  **9.1** This agreement may be terminated by either party by giving a one month’s written notice of termination of service from the one to the other, provided that such notice must be given on the 1st day of the particular month.  **9.2** The period of notice shall not be given during the EMPLOYEE’s absence on leave as determined herein.  **10. CERTIFICATE OF SERVICE**  On termination of employment an EMPLOYEE is entitled to a Certificate of Service, the particulars of which are detailed in the Basic Conditions of Employment Act.  THUS DONE AND SIGNED at\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ EMPLOYER \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ EMPLOYEE  As Witnesses:  1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
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