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# Company

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**EMPLOYMENT CONTRACT**

**BETWEEN**

**{{company\_name}}**

**(EMPLOYER)**

**AND**

**{{employee\_name}}**

**(EMPLOYEE)**

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## TERMS OF EMPLOYMENT CONTRACT

Made this {{day}} day of {{month}} {{year}} **between {{company\_name}}** (herein after called "the Employer") whose registered office is situated at East Park, Plot No. 5005 Thabo Mbeki Road. Lusaka, of the one party, and **{{employee\_name}}** (herein called "Employee") of the other party **WHEREBY IT IS AGREED AND STIPULATED** as follows:

### ENGAGEMENT

The Company shall engage the Employee who shall serve the company in the capacity of {{job\_title}} effective {{start\_date}} subject to the following expressed terms and conditions of service:

### EARNINGS

The Company shall pay the employee in exchange of the service the monthly remuneration in arrears, all subject to Pay as You Earn (PAYE) in accordance with the statutory requirement. The employee will also be expected to contribute 5% of their income per month to the National Pensions Scheme Authority (NAPSA) and 5% of their income per month to the Appointed Pensions Scheme while the Company will contribute 5% to NAPSA and 10% to the Appointed Pensions Scheme.

The total monthly remuneration will be ZMW {{total\_salary}} ({{total\_salary\_words}} Only) which will be broken up as follows:

- |                        |                             |
|------------------------|-----------------------------|
| 1. Basic Salary        | ZMW {{basic_salary}}        |
| 2. Housing Allowance   | ZMW {{housing_allowance}}   |
| 3. Transport Allowance | ZMW {{transport_allowance}} |
| 4. Lunch Allowance     | ZMW {{lunch_allowance}}     |

In addition to the above, you will receive [add the below manually, as not standard offering]:

- |   |                                     |
|---|-------------------------------------|
| 5. Fuel Allowance                                   | «Currency» «Lunch_Allowance_Figure» |
| 6. Phone Allowance                                  | «Currency» «Lunch_Allowance_Figure» |
| 7. Company Vehicle                                  |                                     |
| 8. Company Phone                                    |                                     |
| 9. Company-Provided Accommodation (include address) |                                     |

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## **PROBATION**

A newly recruited employee shall commence employment with three months' probation period after which the employee shall be confirmed in his/her appointment, or his/her services terminated if found not fit for the job after being observed for three (3) months by giving twenty-four (24) hours' notice by either party or a day's pay in lieu of notice. The probationary period maybe extended to a maximum of six (6) months. It may be waived if management opinion is that the employee does not warrant serving a trial period.

## **HOURS OF WORK**

Your normal working hours will be Monday to Friday, from 08:00 to 17:00 and Saturday, from 08:00 to 13:00.

[OR]

You will be available for shift duty from Monday to Sunday. Your rota will be confirmed to you in advance.

The Company may vary your working hours or shift patterns to meet business operational requirements.

You will be entitled to one (1) day off per week and a one (1) hour lunch break from Monday to Friday. The normal weekly hours of work shall not exceed forty-eight (48) hours. Any hours in excess must be authorised by the Supervisor /Director to be considered as overtime and shall be remunerated at the overtime rate of pay.

## **LEAVE ENTITLEMENT**

### **ANNUAL LEAVE**

The employee will be entitled to twenty-four (24) working leave days per annum accrued at the rate of two (2) days per month. At completion of six (6) months continuous service, the employee can apply for leave and expect leave days to be exhausted by proceeding on leave in order to attend to immediate pressing needs.

**No employee shall take up another gainful employment whilst on leave unless otherwise agreed with the Employer.**

### **PAID SICK LEAVE**

An employee who is unable to execute normal duties due to illness or accident shall, on production of a medical certificate from a registered medical practitioner, be granted paid sick leave at the following rates:

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1. Full pay during first three (3) months.
2. Thereafter half pay for the next three (3) months.

If the employee has not recovered after six (6) months from the date of illness or accident, the employee shall be considered as discharged by the Employer.

A female employee shall be granted leave without loss of pay to enable her nurse her sick child who has been hospitalized provided that she produces a medical certificate recommending that leave be granted. The said leave should not exceed seven (7) days.

### **MATERNITY LEAVE**

A female employee shall be granted fourteen (14) weeks paid maternity leave on production of a medical certificate subject to the completion of two (2) years continuous service from date of 1<sup>st</sup> engagement or since last maternity leave was taken. Not applicable to male employee.

### **MOTHER'S DAY**

A female employee is entitled to one (1) day's absence from work each month without having to produce a medical certificate or give reason to the employer.

### **OVERTIME**

The responsible staff shall strive to ensure that tasks and duties are accomplished on schedule and as such shall be required to work beyond normal working hours in order to meet targets. In the case when the Supervisor /Director authorizes to work overtime, the employee will be entitled to an overtime rate of one and a half (1.5) times the hourly rate and double (2) times for Sundays and gazetted public holidays.

### **GAZETTED PUBLIC HOLIDAYS**

All employees shall be entitled to full basic pay for all gazetted public holidays prescribed as such by the laws of Zambia. No employee shall be entitled to leave pay if he or she absents himself/herself from duty without permission or reasonable cause before and/or after the public holiday(s) unless otherwise.

### **RETIREMENT BENEFIT**

Provided that this Contract is attested, retirement pension benefits shall be paid by the Defined contribution scheme appointed by the Employer.

The employee shall be paid his/her pension benefits according to the rules of the Defined contribution pension scheme.

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## **REDUNDANCY BENEFIT**

Where an employee's contract of service is terminated by reason of redundancy, the employee shall be entitled to at least one (1) month notice and redundancy benefits of not less than two (2) months' basic pay for each completed year of service.

## **FUNERAL ASSISTANCE**

In the event of the death of an employee, spouse or registered child, the employer shall provide the following in the form of a funeral grant as per gazetted rates:

1. Standard coffin.
2. Funeral grant of K 1,500.00 for incidental expenses.

However the employer appreciates the send-off and discretion may be used.

## **MEDICAL REGULATIONS**

If an employee absents him/herself from work on account of sickness, he/she shall provide a certificate from a **registered Medical Officer** relating to illness or inability to report for work, and this certificate must be verified and approved by the Supervisor/Director.

## **SUBSISTENCE ALLOWANCE**

An employee who is required to work outside his/her normal domicile; provided that he/she spends the night away as a result of duty shall be entitled to:

1. K195 per night for general workers.
2. K 250 per night for Management and Supervisor staff.

## **MID-MONTH ADVANCE**

The employee shall be entitled to at least 25% of basic salary on the 15<sup>th</sup> of every month or on Friday before the 15<sup>th</sup> of every month wholly recoverable within the month.

## **TERMINATION OF CONTRACT**

This agreement shall be deemed terminated by:-

1. Virtue of its expiry on the day and date its due (legal retirement age)
2. Death – if and when an employee dies whilst in service
3. Disciplinary reasons as provided in the company's disciplinary policy
4. Discharge, Redundancy based on related laws.

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## NOTICE OF TERMINATION OF CONTRACT

1. Twenty-four (24) hours' notice in writing by either party for those serving the probationary period.
2. Thirty (30) calendar days (one month) notice by either party in writing or one month's basic pay in lieu of notice by either party for confirmed employees.
3. No notice period nor pay lieu of notice in case of disciplinary dismissal.

## OBJECTIVE OF THE AGREEMENT

**IT IS HEREBY** realized and agreed that the advancement of both the Company and indeed the employees depend on productivity, profitability and success of the Company. The following obligations shall apply:

## EMPLOYEE'S GENERAL OBLIGATION

1. To be ready and willing to work according to the prescribed duties and responsibilities.
2. To obey reasonable and lawful instructions by the appropriate superior.
3. To use reasonable care and skill with due diligence.
4. To conduct himself/herself in the interest of Employer and within the framework of responsibility.
5. To show good faith and protect the interest of the employer.
6. To observe and obey the Employment Acts.

## EMPLOYERS GENERAL OBLIGATIONS

1. To pay agreed and prescribed emolument on time.
2. To fulfil contractual obligation by providing the necessary routine work accomplishable within reasonable period of time.
3. To obey the applicable Statutory Laws of land as gazetted from time to time by the relevant Ministry.
4. To provide pay statements and make statutory deductions from employee's wages without employee's consent.
5. To take appropriate disciplinary action against defaulting employees according to the disciplinary policy and grievance procedure.
6. To accord employee chance of hearing before taking disciplinary action as provided for in the Employment Act.
7. To provide the employee with necessary requisites.

## BENEFITS ON MATURITY OF CONTRACT

1. Accrued pension benefits to be paid according to employee instructions to the defined contribution scheme.

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2. Cash in lieu of leave days not taken up to expiry of contract.
3. Salary up to the expiry day.

The employer and the employee agree to the following:

1. Upon resignation, the employee is entitled to:
  - a. Salary up to the last working day.
  - b. Cash in lieu of leave days accrued up to the last working day.
2. If an employee dies whilst on service, the duly appointed administrator will be paid:
  - a. Salary up to the day of death.
  - b. Cash in lieu of leave days not taken.
  - c. Total accrued pension benefits up to the time of death.

**In case of instant dismissal, no notice pay will be provided.**

## **REGISTRATION OF DEPENDANTS**

The Employee will be entitled to Register up to **five (5) dependents** who should include:

1. Spouse (husband or wife).
2. Own children up to the age of 18 years living with the employee and not working.

## **CONFIDENTIALITY**

The employee is under obligation **NOT** to issue any written material nor express publicly any personal opinion concerning the Company except with the prior written approval of the Employer.

We take this opportunity to congratulate you on your appointment, welcome you to the working team and wish you a long stay and good work relationship. You will be expected to display a high profile in responsibility, accountability, and dedication to duty, remain faithful, obedient, sincere and honest.

The parties have set their hands at East Park Mall to signify agreement in the presence of the subscribing witness:

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.....  
**EMPLOYEE (Name Signature)**

.....  
**DATE**

.....  
**MANAGEMENT OFFICER**

.....  
**DATE**

.....  
**WITNESS**

.....  
**DATE**

## **TERMS AND CONDITIONS OF EMPLOYMENT**

The following conditions shall bind both parties for the full period of this contract only.

1. The Employee shall carry out the instructions given by the Employer or his Representative for the duration of the Contract and in accordance with good work ethics and practice.
2. In the event of summary dismissal then no pay in lieu of notice will be offered.
3. A probation period of three (3) months is applicable where notice of twenty-four (24) hours either way is required to terminate. Where a contract is renewed no probation period is applicable.
4. In the event that the Employee terminates their work for whatever reason, they shall only be paid at the month end payday proceeding termination of work.
5. Days when the Employee is absent from work will not be paid unless a sick note from an approved doctor or clinic is provided by the employee to a maximum of three (3) months at full pay and thereafter three (3) months at half pay and maternity leave of fourteen (14) weeks applicable after two (2) years of continuous service with the company. Such absence can be worked back in the following month by mutual agreement between parties.
6. Due to the nature of the employment there may be requirement for work on Sundays and public holidays. The employee will be compensated for such with time off during the working week in lieu of Sundays. The employment is that of **Company** Company and the work to be undertaken shall consist of any such work necessary to fulfill the total function of development as instructed by the management of the Company.

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7. In the event of a death of the employee or immediate family (wife / husband & children) only, the company shall pay funeral assistance expenses being a standard coffin and K1, 500.00 (one thousand five hundred kwacha) in cash assistance.
8. All obligations of both parties cease at the expiry of the contract and the contract may be renewed by mutual agreement between parties.
9. Any uniforms supplied shall be well cared for and returned upon termination of employment. Any uniform lost or not adequately cared for may be charged to the Employee and the employee is responsible to wash and maintain uniforms, soap will be provided where laundry service is not offered.
10. Employees will be aware of the Disciplinary Code of Conduct and are obliged to comply.
11. Any form of bonus may be paid at the sole discretion of the employer or as per the contract.
12. Upon expiry of this contract the employee shall have no further claim on the employer once all terms of this contract have been fulfilled to the employee by the employer.
13. Upon completion of this contract, the employee shall be paid his/her outstanding leave pay.

I..... being a literate person, having been given the opportunity to have any of my queries explained to me to my satisfaction, and I understand both the Contract and Conditions of my employment which I accept in their entirety.

**SIGNED:** .....

.....

**EMPLOYER**

**SIGNED:**

**EMPLOYEE**

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## DISCIPLINARY CODE AND PROCEDURE

<b><u>OFFENCE</u></b>	<b><u>DISCIPLINARY ACTION</u></b>
Consumption of alcohol or illegal substances whilst on duty	Summary Dismissal
Theft of company or clients property	Summary Dismissal
Absconding yourself without notifying the employers	First Breach: Warning Second Breach: Summary Dismissal
Poor work performance	First Breach: Warning Second Breach: Summary Dismissal
Damage to Company property due to negligence	Summary Dismissal
Insubordination and disrespect towards company management	Dismissal
Sleeping whilst on duty	First Breach: Warning Second Breach: Summary Dismissal
Using abusive language whilst on duty	First Breach: Warning Second Breach: Summary Dismissal
Assault causing bodily harm whilst on duty	First Breach: Criminal Investigations, and management decision
Inciting fellow workers	First Breach: Internal Investigations, and management decision
Failing to report dishonest activities done by fellow employees to management	First Breach: Suspension without pay Second Breach: Summary Dismissal
Constantly being late on duty & Early leaving duty	First Breach: Warning Second Breach: Final warning Third Breach: Summary Dismissal

I have understood and agree to the terms and conditions stipulated above.

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**SIGNED:** .....

**DATE:**