

EMPLOYMENT CONTRACT

This Employment Contract is divided into two parts – Part A and Part B. Both parts are binding on the Employer, Implementation Partner and the Employee. All three parties are required to sign in full on page 3 and to initial each page of this Employment Contract.

PART A

DETAILS: EMPLOYER

Name: CTP Limited

Registration No. (if applicable): 1971/004223/06

Physical address: 28 Wright street, Industria West, Johannesburg, 2093

Postal Address: PO Box 43587, Industria, 2042

Telephone No.: (011) 4748750

Fax No.: (011) 4741173

Cell No.: 0844550512

Email: daphne@ctp.co.za

Contact person: Daphne Erasmus

DETAILS: IMPLEMENTATION PARTNER

Name: Kylix Information Systems t/a IT varsity

Registration No. (if applicable): 2011/071224/23

Physical address: 144 Rif Road,
Westridge,
Durban, 4000

Postal Address: 144 Rif Road,
Westridge,
Durban, 4000

Telephone No.: 079 308 7897

Fax No.: N/A

Cell No.: 082 7786 012

Email: bilalkat@itvarsity.org

Contact person: Bilal



WORK STARTER / EMPLOYEE'S DETAILS

Full Names and Surname:

ID No.:

Physical address:

Cell No.

Email:

OCCUPATION AND BRIEF DESCRIPTION

Occupation: Web, software and app developer

Brief Job Description:

Build and maintain websites, software systems and mobile apps

PLACE OF WORK

Main Place of Work: 144 Rif Road, Westridge, Durban, 4000

Other Places:

FIXED-TERM CONTRACT

Date of Commencement: 4 January 2021

Date of Expiry: 31 October 2021

REMUNERATION

Amount: R830.40 (Eight hundred thirty Rand and forty cents) per week

Frequency of Payment Weekly: Yes Monthly: No

Other: N/A Specify: N/A



ORDINARY HOURS OF WORK

Hours: 8:00 – 17:00 (no overtime)

Meal interval: One hour

Days: Monday to Friday

EMPLOYMENT PARTICULARS

Employment Particulars:

See PART B

AFFIRMATIONS

1. The person signing this Employment Contract on behalf of the Employer and Implementation Partner affirms that s/he is authorised to do so.
2. The Employer, Implementation Partner and the Employee affirm that they have read and understood the contents of this employment contract, which includes both Part A and Part B, and that they enter into it freely and voluntarily.
3. The Employee affirms that insofar as s/he did not understand any part of the employment contract, s/he has had the contents of the Employment Contract fully explained to her/him.
4. The Employee affirms that s/he is lawfully entitled to work for the Employer in South Africa and that s/he has disclosed everything which would or may have been material to the Employer's decision to employ the Employee.

SIGNATURES

Employer's Signature (CTP)

Designation:

Date:

Implementation Partner Signature



Designation: Director

Date: 28 October 2020

Employee's Signature

Date:



PART B – EMPLOYMENT PARTICULARS

1. THE EMPLOYER

- 1.1. CTP Limited will employ the Employee on the terms and conditions provided for in this contract of employment. The Implementation Partner will implement the employment on behalf of CTP Limited, in terms of the agreement between CTP Limited, the Implementation Partner and Yes in line with the Yes4Youth programme.
- 1.2. The term "**Employer**" in this contract of employment refers to CTP Limited and where the implementation is applicable to the "**Implementation Partner**", the term Implementation Partner is used.
- 1.3. The details of the Employer Implementation Partner are set out in **Part A**.

The Employer and the Implementation Partner's details are set out in **Part A**.

2. THE EMPLOYEE

Details of the Work Starter, referred to as "the Employee", are set out in **Part A**.

3. OCCUPATION AND JOB DESCRIPTION

- 3.1. The Employee's occupation and brief job description are set out in **Part A**.
- 3.2. The Implementation Partner may supplement the brief job description and may reasonably vary it, after consultation with the Employee.
- 3.3. The Employee shall comply with all lawful and reasonable directions and instructions given to her/him from time to time by the Implementation Partner and with any relevant legislation, regulations and statutory or other guidelines, in force from time to time.
- 3.4. The Employee shall maintain the highest standards of conduct, honesty and integrity in carrying out her/his responsibilities.

4. PLACE OR PLACES OF WORK

- 4.1. The Employee's place or places of work is/are set out in **Part A**.
- 4.2. The Employee may be required to work at other places, as the business of the Implementation Partner reasonably requires.
- 4.3. The Employee must pay transport costs to and from the Implementation Partner's place of work.

5. FIXED-TERM CONTRACT

- 5.1. The employment contract will commence and expire on the dates set out in **Part A** and will automatically lapse on the expiration date and the Employer and Implementation Partner will not be required to either notify or advise the Employee of the expiry of the employment contract.
- 5.2. The reasons for limiting the duration of this employment contract are justifiable. These reasons include, but are not limited to the following—
 - 5.2.1. the purpose of the contract is to give the Employee training and work experience, which will promote the Employee's ability to enter the job market;
 - 5.2.2. the job is funded for the period referred to in Part A.
- 5.3. The Employee accordingly acknowledges that:



- 5.3.1. this employment contract is of limited duration; and
- 5.3.2. the Employee has no expectation that this contract will either be renewed or that the Employee will be offered permanent employment upon the expiration of this employment contract.

6. REMUNERATION

- 6.1. The Employee's remuneration and the frequency of payment are set out in **Part A**.
- 6.2. Unless otherwise agreed, the Employee will receive no other cash or payment in kind.
- 6.3. The Employee's remuneration will be paid on a date and in a manner determined by the Employer.

7. DEDUCTIONS

- 7.1. Deductions required by law will be made from the Employee's remuneration.
- 7.2. The Employer will not deduct from the Employee's monthly salary any other deductions for which the Employee has not given prior written consent.

8. ORDINARY HOURS OF WORK AND DAYS OF WORK

- 8.1. The Employee's ordinary hours and days of work are set out in **Part A**.
- 8.2. The Implementation Partner may change the Employee's ordinary hours of work depending on the operational needs of the Implementation Partner. The Implementation Partner may require the Employee to work part of the Employee's ordinary hours of work on weekends and public holidays.
- 8.3. All hours worked in excess of the Employee's normal hours of work will be regarded as overtime hours. Therefore, if the Employee is contracted to work 45 hours per week normal time, then any hours in excess of that is overtime worked.
- 8.4. The Employee agrees to work such overtime as is necessary for the proper discharge of the Employee's duties. The Implementation Partner will remunerate the Employee for any overtime worked.
- 8.5. Where an employee is required to work overtime, they are entitled to be paid for these additional hours at 1½ times their normal hourly rate.
- 8.6. If a Sunday shift is regarded as a "normal" working day in terms of the Employee's shift roster, then the Employee must be paid at a rate of 1½ times that of his/her normal working hours rate.
- 8.7. If the Sunday is not a normal working day, then overtime worked on a Sunday will be calculated using the 'double-time' rate (2 times) of the Employee's normal working hours rate.
- 8.8. The parties acknowledge that the provisions of the Basic Conditions of Employment Act, 75 of 1997 (as amended) apply in relation to the Employee's hours of work.
- 8.9. The employee is expected to sign a daily attendance register, and where this is not possible, to provide adequate proof of attending training/work on days of work. In the absence of such proof, the employee will be regarded as not attending work/training and will not receive payment.

9. MEAL INTERVALS

- 9.1. The Employee who works continuously for more than five hours is entitled to a meal interval of at least one continuous hour.



- 9.2. The Employer, Implementation Partner and Employee may agree in writing to reduce the meal interval to not less than 30 minutes or dispense with a meal interval if the Employee works fewer than six hours in a day.
- 9.3. During a meal interval, the Implementation Partner may require the Employee to perform duties that cannot be left unattended and cannot be performed by another employee. In these circumstances the Implementation Partner must pay the Employee for a meal interval in which the Employee was required to work or was required to be available for work.

10. **ANNUAL LEAVE**

- 10.1. The "leave cycle" means the period of 12 months immediately following the start of the Employee's employment contract.
- 10.2. The Employee is entitled to 15 working days' annual leave on full remuneration every leave cycle.
- 10.3. The Employee will take annual leave at a time that is convenient to the Employer and Implementation Partner and for a period that has been agreed to between the parties. Annual leave must be taken during the 12 month fixed term contract.
- 10.4. The Employee is entitled to take whatever amount of leave days that the Employee has accumulated during an annual leave cycle on consecutive days and the Employer and Implementation Partner may not unreasonably refuse him/her permission to take those leave days consecutively.
- 10.5. The Employee may not be paid in respect of untaken annual leave, except on expiry or termination of employment.
- 10.6. The Employee may not take annual leave during the employee's notice period in the event of a termination of employment.

11. **SICK LEAVE**

- 11.1. The Employee is entitled to 10 days paid sick leave.
- 11.2. The Employee will notify the Implementation Partner prior to the commencement of the Employee's shift or no later than 10:00 if the Employee works normal office working hours, if the Employee needs to take sick leave and will also inform the Implementation Partner of the date and time when the Employee expects to be able to return to work.
- 11.3. The Employee must provide the Employer with a medical certificate if:
 - 11.3.1. the period of leave is in excess of 2 consecutive working days or falls on a working day immediately before or after a Saturday, Sunday or public holiday; or
 - 11.3.2. the Employee is absent from work on more than two occasions during any two month period.
- 11.4. The Employer may refuse to pay the Employee for sick leave taken if the Employee fails to provide a medical certificate immediately upon request.
- 11.5. The medical's certificate should state:
 - 11.5.1. the nature of the sickness and/or injury;
 - 11.5.2. the date upon which the Employee became unfit for work;
 - 11.5.3. the date upon which the Employee is expected to resume duty; and
 - 11.5.4. the name and qualification of the medical practitioner who diagnosed the Employee.



11.6. The Employer is not required to pay the Employee for accrued sick leave days.

12. MATERNITY LEAVE

12.1. If applicable, the Employee is entitled to at least four consecutive months' unpaid maternity leave.

12.2. The Employee may commence maternity leave—

12.2.1. at any time from four weeks before the expected date of birth, unless otherwise agreed; or

12.2.2. on a date from which a medical practitioner or a midwife certifies that it is necessary for the Employee's health or that of her unborn child.

12.3. The Employee may not work for six weeks after the birth of her child, unless a medical practitioner or midwife certifies that she is fit to do so.

12.4. An Employee who has a miscarriage during the third trimester of pregnancy or bears a still-born child is entitled to maternity leave for six weeks after the miscarriage or still-birth, whether or not the Employee had commenced maternity leave at the time of the miscarriage or still-birth.

12.5. At least four weeks before the Employee intends to commence maternity leave, or if it is not reasonably practicable to do so, then as soon as it is reasonably practicable, the Employee must notify the Implementation Partner in writing of the date on which the Employee intends to commence maternity leave and return to work after maternity leave.

12.6. The Employee may claim for payment while on maternity leave in terms of the Unemployment Insurance Act, 63 of 2001.

13. FAMILY RESPONSIBILITY AND PARENTAL LEAVE

13.1. The Employee will only be entitled to family responsibility leave after 4 months of employment.

13.2. The Employee is entitled to 3 days paid family responsibility leave which may be taken by the Employee on dates agreed to by the Employer in the following circumstances:

13.2.1. when the Employee's child is sick; or

13.2.2. in the event of the death of—

- the Employee's spouse or life partner; or
- the Employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

13.3. Family responsibility leave cannot be accrued by the Employee.

13.4. An employee is entitled to take Parental Leave (Section 25A), Adoption (Section 25B) and Commissioning Parental Leave (Section 25C) as per the BCEA.

14. UNPAID LEAVE

The Employer may, in its sole discretion, grant the Employee unpaid leave.

15. UNAUTHORISED ABSENCE FROM WORK

15.1. The Employee will not be paid for any period of unauthorised absence from work.

15.2. Unauthorised absence from work is any period —

15.2.1. that is unauthorised in terms of the employment contract; or



- 15.2.2. of annual, sick, family responsibility, parental or maternity leave in which the Employee has not materially complied with the relevant requirements in the employment contract.
- 15.3. If the Employee is absent from work without authorisation and/or justification, such conduct shall constitute gross misconduct, which may justify the termination of the Employee's employment.
- 15.4. During the period of unauthorised absenteeism the Implementation Partner must take reasonable steps to contact the Employee and ascertain why the Employee is not at work.
- 15.5. Upon the Employee's return to work, the Employee must provide satisfactory reasons for the absence and for not notifying the Implementation Partner before or during the period of absenteeism and appropriate disciplinary steps may be taken against the Employee in such circumstances.

16. **ELECTRONIC COMMUNICATIONS AND USAGE**

- 16.1. The Employee agrees that the Implementation Partner owns any electronic communication devices and resources such as computers, notepads and cellular phones and the Employee may use the Implementation Partner's electronic communication devices and resources for business purposes only.
- 16.2. The Employee will be provided with a cellular telephone during his/her period of employment and the Employee agrees that s/he is required to use the cellular telephone:
 - 16.2.1. in the performance of his/her functions;
 - 16.2.2. to access the YES application, complete the associated work readiness modules and surveys and submit the completed information and surveys to YES.
- 16.3. The cellular telephone shall remain the property of the Implementation Partner for the duration the Employee's employment. The Employee may be allowed to retain the cellular telephone after successful completion of Employment Contract.
- 16.4. The Employee may not access or send material that constitutes hate speech, pornography, sexual harassment or discrimination based upon a prohibited ground.
- 16.5. The Employee understands and accepts that the Implementation Partner may, at its discretion and in compliance with the RICA Communications Act, 70 of 2002, monitor the Employee's use of electronic communication devices and resources and intercept, acquire, read, view, inspect, record and/or review any and all communications and/or documents created, stored, transmitted, spoken, sent, received or communicated by the Employee on, over or in the electronic communication devices and resources. The Employee hereby consents to the Implementation Partner doing so.
- 16.6. During the period of the employment contract, telecommunications resources and device/s used by the Employee, must be linked to the Implementation Partner's servers and systems and the Employee undertakes to do all things necessary in order to ensure that the device/s remains linked to the Implementation Partner's servers and systems. The Employee understands and accepts that the Implementation Partner may, in appropriate circumstances, revoke access to and/or links to the Implementation Partner's systems with or without prior notice to her/him.
- 16.7. The Employee acknowledges and agrees that s/he may be required to use her/his personal telecommunication devices in the performance of her/his functions. The Implementation Partner will reimburse the Employee for all necessary expenditures incurred by the Employee in direct consequence of the discharge of his or her duties, where the Implementation Partner directed and required the Employee to make use of his/her personal telecommunication devices for business purposes, including but not limited to business calls and the use of the Employee's data or Internet service.



17. OUTSIDE WORK

The Employee may perform work for compensation for another person or organisation outside working hours, provided that the Employee informs the Employer and the Implementation Partner of this prior to commencing outside work.

18. IMPROPER BENEFIT OR GAIN

18.1. The Employee may not use the position or privileges associated with the Employee's employment for improper benefit or gain or the improper benefit or gain of another person.

18.2. Conduct in breach of this requirement constitutes gross misconduct, which will entitle the Employer or Implementation Partner to take appropriate disciplinary action against the Employee, including dismissal.

19. DISCLOSURE OF INTERESTS

The Employee must disclose to the Employer and Implementation Partner any interest that the Employee or one of the Employee's family members have, or might have, in any other business or undertaking that is or could be related to the Employer's or Implementation Partner's business.

20. NON-SOLICITATION OF THE EMPLOYER AND IMPLEMENTATION PARTNER'S STAFF

During the Employee's employment and for a period of 12 months after the expiry or termination of employment, the Employee may not persuade, entice or encourage any of the Employers' employees or Implementation Partner's employees to become employed by or interested in any other business or concern.

21. CONFIDENTIALITY

21.1. The Employee may have access to confidential information because of the association with the Employer and Implementation Partner.

21.2. To protect the proprietary interests of the Employer and Implementation Partner, the Employee may not, either during or after the expiry or termination of the contract of employment, for the Employee's own benefit or the benefit of any other person, make use of, disclose or communicate to any person (except employees or officials of the Employer or Implementation Partner who are required to know the information), any of the Employer or Implementation Partner's confidential information.

21.3. A breach of confidentiality is serious and could lead to the Employee's summary dismissal.

22. TERMINATION DURING THE PERIOD OF THE EMPLOYMENT CONTRACT

22.1. Subject to what is stated below, the Employer, Implementation Partner or the Employee may terminate the contract during its period of operation after giving the required notice.

22.2. Notice of termination may not be less than—

22.2.1. one week, if the employee has been employed for six months or less;

22.2.2. two weeks, if the employee has been employed for more than six months but not more than one year; or,

22.2.3. four weeks, if the employee has been employed for one year or more.

22.3. The Employer may terminate the Employment Contract prior to the expiry date for the misconduct or incapacity (ill health, injury or poor performance) of the Employee or the Employer's operational requirements, or any other reason recognised in law.

- 22.4. Should the Employee's employment be terminated prior to the expiry date, the Employee shall have no entitlement to be paid in respect of the balance of the contract term then remaining.

23. TRAINING

- 23.1. The Employee must attend all training provided by the Employer or Implementation Partner.
- 23.2. The Employee will not be remunerated to attend training that is outside the Employee's ordinary hours of work.

24. PERSONAL INFORMATION

- 24.1. The Employee understands and accepts that the Employer and Implementation Partner may be required to collect and process personally identifiable information about her/him that may be used in connection with her/his employment, remuneration, benefits and other activities conducted by the Employer and Implementation Partner from time to time. In particular, the Employer and Implementation Partner may collect, process and use such personal information (including special personal information, photographs and credit information) to carry out and manage its business operations; and for purposes of performance management; remuneration and benefits; training and development; management statistics on employment; occupational health administration; corporate security; organizational charts; archiving emails for disaster recovery purposes; legal reporting obligations and any other legitimate business purposes.
- 24.2. The Employee understands and agrees that the Employer and Implementation Partner may process and use her/his personal information in order to carry out and manage the business of the Employer and Implementation Partner, to comply with its legal obligations and to protect its legitimate business interests. In particular, the Employee agrees that the Employer and Implementation Partner, or anyone acting on its/their behalf, shall be entitled to conduct criminal and/or civil record checks and/or other checks (such as reference, qualification, or credit checks) from time to time, at its discretion and/or on request from the Employer, Implementation Partner or its clients.
- 24.3. The Employee undertakes to report changes to her/his personal information in order to keep the data accurate.
- 24.4. The Employee understands and agrees that her/his personal information may, from time to time, be shared with third parties who process data on behalf of the Employer and Implementation Partner, such as payroll providers and the like. In particular, the Employee agrees that her/his personal information and special personal information may be shared with YES, where applicable.
- 24.5. The Employee accepts that the personal information of the Employer's employees may in appropriate circumstances reside outside of South Africa, and s/he hereby agrees that the Employer shall be entitled to transfer her/his personal information to such locations outside of South Africa, and use the personal information, or allow it to be used, in such locations as described above.
- 24.6. If the Employee is involved in data processing activities, then, unless authorised to do so, the Employee shall not process, publish, make accessible, or use in any other way any confidential or personal information to which the Employee has access in the course of her/his duties, for any other purpose other than the correct fulfilment of the duties assigned to her/him. The Employee shall also observe the Employer and Implementation Partner's regulations regarding the processing and protection of such personal information and/or data to which the Employee has access in the course of the Employee's duties, and shall report any infringement relating to the manner in which personal information or other data is processed to the Employer and Implementation Partner without delay.



25. REPRESENTATIONS

- 25.1. The Employee confirms that all her/his representations to the Employer and Implementation Partner are true and correct and that s/he has disclosed everything, which if disclosed, would or may have been material to the Employer and Implementation Partner's decision to employ the Employee. The Employee acknowledges that the Employer or Implementation Partner may take disciplinary action against her/him, which may include dismissal, if any of the Employee's representations were misleading or incorrect or if the Employee has failed to make a material disclosure.
- 25.2. The Employee undertakes and is required to disclose any new information or facts arising that may affect her/his relationship with the Employer and Implementation Partner or her/his ability or suitability to perform her/his job, or interests, which may possibly conflict with the interests of the Employer and Implementation Partner. The Employee agrees to take any steps as the Employer and Implementation Partner may require for eliminating or otherwise resolving such conflicts. The failure to disclose such information or to take the appropriate steps as required by the Employer and Implementation Partner will constitute a breach of the employment contract which shall entitle the Employer and Implementation Partner to take any appropriate steps, including but not limited to, disciplinary action, against the Employee.

26. EMPLOYER'S POLICIES

- 26.1. The Employee must comply with the Employer and Implementation Partner's policies, if any, which may include the Disciplinary Code and Procedure, Travel Policy, Leave Policy, Electronic Communications, and Usage Policy.
- 26.2. These policies may be amended, withdrawn or replaced by the Employer or Implementation Partner in their discretion from time to time.

27. GENERAL

- 27.1. Neither party will be bound by any express or implied representation, term, warranty, promise or the like, not recorded in this employment contract or reduced to writing and signed by the Employer, Implementation Partner and Employee.
- 27.2. No amendment, modification or agreed cancellation of this employment contract will be of any force or effect unless in writing and signed by or on behalf of the Employer, Implementation Partner and the Employee.
- 27.3. If any provision of this employment contract is held unenforceable, then that provision may be amended to reflect the parties' intentions and all remaining provisions of the contract will remain in force.
- 27.4. This employment contract is governed by and must be construed in accordance with the laws of the Republic of South Africa.

28. INTERPRETATION

- 28.1. Any person applying this employment contract must interpret its provisions to give effect to the primary objects of the YES programme.
- 28.2. Unless the context indicates otherwise, the following terms will have the meaning assigned to them in the table below and similar expressions of the term will have corresponding meaning—

TERM	MEANING
Confidential information	refers to the confidential information of the Employer, Implementation Partner and their business associates (which includes the Employer and Implementation Partner's suppliers, customers and service providers) and includes:

TERM	MEANING
	<ul style="list-style-type: none"> • designs, patents, exclusivity arrangements and technical information; • financial and contractual details of the Employer and Implementation Partner's relationship with its business associates; • the names of present and prospective business associates; and • details of the Employer and Implementation Partner's financial and operating structure, processes and results; • data, trade secrets, copyrights, other intellectual property and know-how and any other information of a confidential nature concerning the business affairs of the Employer, Implementation Partner and their business associates; • details concerning the organisation, functions, transactions, affairs, consultants or employees of the Employer and Implementation Partner.
Devices	means the Employee's personal telecommunication devices, such as cell phones, iPads, laptop computers and the like
Resources	includes the Employer and Implementation Partner's servers, computers, printers, telefax machines, telephones, cellular telephones, iPads, postal services, e-mail facilities and internet facilities and the like
YES	Youth Employment Service ("RF") NPC (2017/267641/08)