GENERAL CONTRACT OF EMPLOYMENT

Between

**[EMPLOYEE NAME]** (the “Employee”):

Of

[EMPLOYEE ADDRESS LINE 1]

[EMPLOYEE ADDRESS LINE 2]

[EMPLOYEE ADDRESS LINE 3]

And

[**COMPANY NAME]** (the “Employer”)

Of

[EMPLOYER ADDRESS LINE 1]

[EMPLOYER ADDRESS LINE 2]

[EMPLOYER ADDRESS LINE 3]

**1. TERMS AND CONDITIONS OF EMPLOYMENT**

1.1 Where a basic condition of employment is not specifically mentioned, the relevant legislation will be applicable.

1. **JOB DESCRIPTION**

2.1 [JOB TITLE]

2.2 DUTIES

2.2.1. The duties of this position are set out in the Job Description sheet, hereto as Appendix A. The Job Description sheet forms part of this contract. Subsequent changes thereto may only be effected in consultation with the employee.

2.2.2. Although the employee has been employed to perform the duties noted in Appendix A, he/she may be required to perform other duties that may reasonably be expected of him/her within the company from time to time.

2.2.3. During the period of employment within the company, the employee will report to (the)[SUPERVISOR TITLE] and obey instructions given by him/her and any other person duly authorised to do so.

1. **TERMINATION OF EMPLOYMENT**

3.1. TERMINATION

This contract may be terminated only on notice of not less than-:

One week, if the employee has been employed for four weeks or less;

Two weeks, if the employee has been employed for more than four weeks but not more than one year;

One month, if the employee has been employed for one year or more; or

3.2. PROBATION

3.2.1. The employee will be on probation for a period of [NUMBER OF MONTHS] months from the date of employment during which he/she will be required to prove his/her ability and suitability to perform the function of the position referred to in term 2 of this contract.

3.2.2. On the successful completion of the probation period, the employee will automatically be appointed as a permanent employee.

3.2.3. The probationary period may be extended by an additional [NUMBER OF MONTHS] months, should the employer be of the opinion that the employee has not adapted fully to the working environment and has thus not proven his/her ability to the satisfaction of the employer, but has the potential to do so.

3.2.4. Should the employee prove to be unable to perform the tasks required during the probationary period or be otherwise unsuitable for the position, the employer will be entitled to terminate this contract with twenty-four (24) hours notice after following a fair procedure.

3.2.5. The employer will be entitled to terminate this contract with 24 hours notice in the event of discovering any misrepresentation in the employee’s application for employment during the probation period.

3.2.6. The employer will be entitled to terminate this contract in terms of the Disciplinary Procedures referred to in paragraph 20 hereof.

1. **REMUNERATION**

4.1 The employee’s total monthly remuneration will be R……………….. payable in arrears on the ………… day of each month. Should the regular payment date fall on a weekend or public holiday, the employer will pay the salary on the last working day before said day.

4.2. Remuneration will include the following:

Basic salary R…………………………………….

Commission percentage ………………………………………%

Car Allowance R…………………………………….

4.3 The following will be deducted from the salary as benefits:

PAYE R…………………………………….

UIF R…………………………………….

Pension Fund R…………………………………….

Medical Aid R…………………………………….

Other R…………………………………….

**5. WORKING HOURS**

5.1 Normal working hours will be from …………………………… to …………………………… from Mondays to Friday [and from …………………………….. to …………………………… on Saturdays.]

5.2 The employer may not permit the employee to work more than forty-five (45) hours per week, calculated as follows:

5.2.1 Nine (9) hours on any day, if the employee works five (5) days or less a week; or

5.2.2 eight (8) hours on any day if the employee works on more than five (5) days in a week; and

5.2.3 lunch breaks are not included in this calculation.

5.3 Hours of work in terms of item 5.2 may be extended by up to fifteen (15) minutes a day, but may not exceed one (1) hour a week. The reason for this provision is to allow the employee to finish the task at hand, especially when serving a client, at the end of a working day.

**6. MEAL INTERVALS**

6.1 The employee is entitled to a lunch break of 1 hour. Lunch breaks will be taken from……………….to……………….daily.

**7. OVERTIME**

7.1 Limit on overtime

7.1.2 The employee may be permitted or requested to work overtime from time to time when needed, provided that the daily overtime shall not exceed three (3) hours a day and a total of ten (10) hours per week.

7.2 Remuneration *in re*spect of overtime

7.2.1 The employer shall calculate overtime remuneration at no less than 1.1/2 (one and one-half) the employee’s hourly wage for each hour of overtime worked; or

7.2.2 Pay the employee no less than the employee’s ordinary wage for each hour of overtime worked and grant the employee at least thirty (30) minutes time off with full pay for every hour of overtime worked; or

7.2.3 Grant the employee at least ninety (90) minutes paid time off for every hour of overtime worked.

7.3 The remuneration method in 7.2.1 above will be the normal method of remuneration. Should the employer need to use one of the other options due to circumstances, he/she will inform the employee accordingly, preferably in writing, before the commencement of overtime.

**8. WORK ON SUNDAYS & PUBLIC HOLIDAYS**

8.1 Sundays

8.1.1 Work on Sundays will not be compulsory but will be agreed on by the parties to the best interest of the company and the employee from time to time.

8.2 Public Holidays

8.2.1 The employee will be entitled to the following official public holidays on full pay:

New Year’s Day, Youth Day, Human Rights Day, National Women’s Day, Good Friday, Heritage Day, Family Day, Day of Reconciliation, Freedom Day, Christmas Day, Workers Day, Day of Goodwill.

8.2.2 any other holiday declared by Government from time to time will also be granted with full pay.

8.3 Remuneration

8.3.1 If the employee does not work on a public holiday, he/she shall receive normal pay for that day.

8.3.2 Employees will be paid double the hourly wage for every hour worked on abovementioned Government holidays.

8.3.3 In lieu of payment to the employee, the employer may grant two (2) paid working days off.

**9. LEAVE**

9.1 Annual Leave

9.1.1. Employees are entitled to [NUMBER OF LEAVE DAYS – MINIMUM 15 PER ANNUM] calendar days leave per annum, starting from the first day of employment. Leave will accumulate at the rate of [DIVIDE NUMBER OF LEAVE DAYS BY 12] days for each completed month of service

9.1.2. Requests and notice for leave must be given in writing. You shall not be entitled to commence on such leave without the prior consent of Management, which must be obtained in writing, at least 1 (one) month in advance. Leave is to be taken at a convenient time to the Company.

9.2 Sick Leave

9.2.1 Sick leave will be granted in accordance with the Basic Conditions of Employment Act. 30 (thirty) days paid sick leave in a 3 (three) year cycle or *pro rata* if not employed full time. For the first 6 (six) months of employment, you will be entitled to 1 (one) days’ sick leave for every 26 (twenty-six) days worked.

9.2.2. Should an employee be absent from work for more than 2 (two) consecutive days, on more than 2 (two) occasions during an eight week period, before and after a public holiday and on a Friday or Monday, this employee will be required to produce the Company with a valid medical certificate.

9.3 Maternity Leave

9.3.1. The Company shall grant all female employees 4 (four) month’s maternity leave during which the position of the employee shall be held open.

9.3.2. All reasonable assistance will be granted to the Employee in order that the Employee may apply for UIF benefits.

9.4 Family responsibility leave

9.4.1. The provision of family responsibility leave does not apply to employees who work less than 4 (four) days a week or less than 20 (twenty) hours per month for the Employer.

9.4.2. Full-time employees may take 3 (three) days family responsibility leave during any annual leave cycle.

9.4.3. Family responsibility leave expires at the end of each leave cycle.

9.4.4. You may take family responsibility leave when:

Your child is born

Your child is sick

9.4.5. You may take family responsibility leave in the event of the death of your: Spouse or life partner

A parent or adoptive parent

Grandparents

Child or adoptive child

Grandchild

Sibling

**10. PROVIDENT/PENSION FUND [OPTIONAL]**

The company will pay [PERCENTAGE AMOUNT] of your monthly salary toward the Provident Fund. You have an option to also contribute towards the Provident Fund. If you are interested, please contact your HR department.

**11. MEDICAL AID FUND [OPTIONAL]**

11.1 Membership of the Company Medical Aid Scheme is compulsory [OPTIONAL] except for married persons who are on their spouse’s Medical Aid. The Company will contribute [PERCENTAGE AMOUNT] for the principal member to the [NAME OF MEDICAL SCHEME] option you choose but limited to a maximum of R [AMOUNT].

11.2 Any annual increases above the standard rate will be for the employee’s own account.

11.3 Should this membership be subject to the Employee producing a satisfactory medical report if required, expenses in this connection will be for the Employee’s own account.

**12. CELL PHONES**

12.1 If your position requires you to be available during office hours or after hours then you will need to have a functional cell phone at all times.

12.2 The Company will contribute R [AMOUNT] [OPTIONAL] to your cell phone each month

**13. FUEL CARD**

If you are eligible for a fuel card, this will be negotiated with you by your manager and will be treated as a normal taxable benefit. A limit if R [AMOUNT] per month for company use will be enforced and can fluctuate according to petrol price increases.

**14. EXPENSES**

No expenses may be incurred without prior signed agreement by your manager. The Company does have an expense reimbursement process and will reimburse you for agreed-upon expenses incurred as a result of your employment.

**15. COMPANY PROPERTY**

15.1 All Internet access and e-mail facilities are restricted to business purposes only. You hereby agree that the e-mail and internet facility remains the property of the Employer, which may only be utilised by you for business purposes and that management is permitted to access the Internet usage and electronic mail of staff on company premises at any time. The loading of any material without the prior written permission of a Director is strictly prohibited. All necessary software will be installed by the IT Administrator. No attempts are to be made to modify system defaults by the user. If changes need to be effected, the IT Administrator is to be contacted via the necessary channels to make the necessary changes. Disciplinary action will be taken against staff members who do not comply with the above.

15.2 The Employer will not tolerate abuse of any of its communication systems and the Employee accepts that disciplinary action will be taken against him/her should he/she abuse any of the communication systems and/or tools and that the sanction, should the Employee contravene this clause, could be instant dismissal.

**16. COMPANY VEHICLES**

In the event that, during your employment you have the use of a company vehicle, you agree to be responsible and accountable for the wellbeing of the vehicle. It shall be a condition of employment that you will at all times comply with obligations in law with regard to fitness, licencing requirement and any public driving permits that may be required.

**17. INVESTIGATIONS**

17.1 You agree to allow yourself to be interviewed, tested or questioned, by a person so authorised by the Employer and to provide such statements or information, whether written or otherwise, *in re*gard to any company investigation.

17.2 You also agree to a blood sample and/or breathalyser being taken should the Employer suspect you are under the influence of alcohol and/or any other intoxicating substance and/or drug.

17.3 You agree to at all times duly account for all money, securities, vouchers, bills, cheques, and other instruments and documents which shall come into your possession as an Employee of the Employer.

17.4 You agree to submit yourself to a polygraph examination if deemed necessary by the Employer. This expense will be for the account of the Employer. In that regard, you consent irrevocably to any such polygraph examiner making the result and record of such examination available to the Employer. You acknowledge that the use of polygraph examinations is an operational requirement of the Employer’s business.

17.5 You agree that the Employer can do a credit check on you anytime, before or during your employment with the Employer in the event of an investigation against you.

17.6 You agree, that while on the premises controlled by the Employer, your person and/or any container or parcel in your possession and/or any vehicle you drive may be searched by an authorised official if there is just cause for such a search.

17.7 You agree to adhere to and enforce the security policies which the Employer may issue, at all times on entering, leaving or being on the premises of the Employer.

**18. RESTRAINTS**

18.1 During the course of your employment with the Company, you will be privy to and have access to, and will continue to be privy to and have access to, confidential information of and relating to the Company and suppliers and customers of the Company, as well as of and relating to the Company’s marketing, sales, servicing, commercial, technical, financial and other business affairs, know-how, systems and interests. Such confidential information includes (but is not limited to);

18.1.1. lists and/or details of customers, suppliers, contact persons, and their particular requirements;

18.1.2. agreements with customers, suppliers and employees;

18.1.3. quotations and/or proposals to customers and suppliers, and their particular requirements;

18.1.4. lists and/or details of products, parts, consumables and prices;

18.1.5. calculations and formulae used for quotations, tendering and financing to, for and/or with customers and/or suppliers;

18.1.6 commencement and termination dates of transactions concluded with customers and/or suppliers as well as amounts paid and/or payable by such customers and/or suppliers *in re*spect of such transactions;

18.1.7 details of transactions concluded by the Company (and/or by finance houses used the Company) with end-users of products, including (but not restricted to) details of rental, service and related agreements concluded by such end-users *in re*spect of products; and

18.1.8 reports, findings, recommendations, data, memoranda, specifications, computer programs, computer-stored information, knowledge and/or information relating to the Company’s customer base, as well as relating to the Business and to marketing, research, development, planning, strategy and general know-how in connection with the business policies, methods, products and strategies of the Company.

18.2 The confidential information will be harmful to the interests of the Company if divulged to Competitors or if otherwise misused.

18.3 The protection of the confidential information is necessary for the development, preservation and viability of the Company’s business and the goodwill therein.

18.4 If you, as the employee breaches any one or more of the restraints recorded in this Agreement, then the Company will suffer loss and such loss will not be capable of quantification in Rands.

18.5 As the employee you agree and undertake that:

18.5.1 the restraints recorded in this Agreement are fair and reasonable as to the activities concerned, the area in which those activities are restrained and the time periods for which such activities are restrained;

18.5.2 Should you at any time dispute the reasonableness of this Agreement, the onus of proving such unreasonableness shall be upon yourself;

18.5.3 You shall never, directly or indirectly through any other person, utilise or divulge or disclose to any third party (except as may be necessary in accordance with the nature of your employment with the Company and in furtherance of the best interests of The Company) any of the confidential information;

18.5.3.1. For the period and in the area specified in clause 4 hereof below:

18.5.3.2. you shall not, directly or indirectly, solicit or attempt to solicit the custom of the

18.5.3.3. customers of the Company *in re*spect of the Business or any part thereof;

18.5.3.4. you shall not, directly or indirectly, supply or attempt to supply products and/or parts

18.5.3.5. and/or consumables relating thereto, to any customer of the Company.

18.6 The restraints recorded in clause 1, 2 & 3 hereof above;

8.6.1 shall apply and endure for a period of 24 (TWENTY FOUR) months from the date upon which you cease to be an employee of the Company for whatever reason: and

8.6.2 shall apply in every city, town, suburb and area within a radius of 100 (ONE HUNDRED) kilometres of the physical address of the Company.

**19. COPYRIGHT**

By your acceptance of this Letter of Employment, you shall be deemed to have ceded and assigned to this Company all copyright material produced or likely to be produced by you in the course and scope of your employment.

**20. GENERAL**

20.1 Any latitude, extension of time or other indulgence which may be granted to the Employee by the Company or any failure by the Company to enforce any of its rights under this agreement at any time shall not, under the circumstances, be deemed a waiver of any of the Company’s rights thereafter to enforce and compel strict compliance with the terms and conditions of this agreement.

20.2 This agreement constitutes the entire contract between the parties who by the signature hereby acknowledge that no representatives have made or warranties given or conditions to stipulations attached to any of the matters referred to in this agreement, save as set out in this agreement. No variation of this agreement shall be of any force or effect unless recorded in writing and signed by or on behalf of the parties by the representative duly authorised thereto.

20.3 The Company reserves the right to apply the terms and conditions of employment as specified in this letter and elsewhere in its more detailed employment policies and procedures in all respects. The Company furthermore reserves the right to amend these terms and conditions from time to time.

20.4 Any additional and/or verbal contract of employment is hereby specifically excluded.

IN WITNESS HEREOF, the parties have caused it to be executed on the date indicated above.

EMPLOYEE EMPLOYER

Authorized Signature Authorized Signature

Print Name and Title Print Name and Title