

# 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 affective as from \_\_\_\_\_ (insert date) and it will continue for  
an indefinite period until it has been cancelled 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 **EMPLOYEE'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 of 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 every year during December). This bonus will only be paid after the completion of a twelve (12) months continuous service with the **EMPLOYER**.

6.3 The **EMPLOYEE** hereby gives permission to the **EMPLOYER** to deduct all obligatory deduction as authorised 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**

### 7.2 **ANNUAL LEAVE:**

7.2.1 The **EMPLOYEE** is entitled to 21 (twenty one) consecutive days leave on full pay for each and every annual leave cycle.

7.2.2 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.

7.2.3 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.

### 7.3 **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 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.

## **7.4 MATERNITY LEAVE:**

7.4.1 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.

7.4.2 The **EMPLOYEE** will inform the **EMPLOYER** at least 4 weeks before she intends taking maternity leave, of such dates.

7.4.3 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.

7.4.4 The **EMPLOYEE** is entitled to commence employment after expiry of the maternity leave.

7.4.5 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.

## **7.5 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:

7.5.1 When the **EMPLOYEE's** child is born; or

7.5.2 When the **EMPLOYEE's** child is sick; or

7.5.3 In the event of death of the **EMPLOYEE's** spouse, parent, grand parent, child, adopted child or grand child, brother or sister.

7.5.4 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.

## **7.6 ACCRUAL OF LEAVE**

7.6.1 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 the one to the other, provided that such notice must be given on the 1<sup>st</sup> 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 whereof is detailed in the Basic Conditions of Employment Act.

THUS DONE AND SIGNED at \_\_\_\_\_ on this  
\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_  
EMPLOYER

\_\_\_\_\_  
EMPLOYEE

As Witnesses:

1. \_\_\_\_\_

2. \_\_\_\_\_