

# **CONTRACT OF EMPLOYMENT**

between

**(HEREINAFTER REFERRED TO AS "THE COMPANY")**

and

**(HEREINAFTER REFERRED TO AS "THE EMPLOYEE")**

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**PREAMBLE**

**W H E R E A S** the company is desirous of engaging the services of the employee in the capacity of a .....

**AND W H E R E A S** the employee is desirous of accepting such position

**AND W H E R E A S** the parties wish to record the terms of the agreement of employment in writing

**IT IS ACCORDINGLY AGREED AS FOLLOWS:-**

1. EMPLOYMENT

The company hereby engages the employee in the capacity of a ..... on the terms and conditions as more fully set out hereunder.

2. JOB DESCRIPTION

2.1 The employee shall be engaged as a ..... and in this regard his duties shall include, but not necessarily be limited to

2.2 The employee shall, at all times, perform his duties in a diligent, satisfactory and responsible manner ensuring that the interests of the company are protected and ensuring that the good name and standing of the company be maintained. The employee will report to ..... or such other person as may be designated from time to time.

3. HOURS OF WORK

3.1 The ordinary hours of work of the employee shall be from .....h..... to .....h.....

3.2 In addition to the foregoing, the employee acknowledges that bearing in mind the nature of the company's business, it may, from time to time, require that the employee work such reasonable overtime as may be requested. By agreeing to the contract of employment, the employee acknowledges that he will work such overtime as and when he is required to do so. This includes stock counts where the assistance of the employee is required.

4. REMUNERATION

4.1 The employee shall be remunerated as follows:-

4.2 Such remuneration shall be made on or before the last workday of each month.

4.3 An annual bonus may, subject to management's sole and entire discretion, be paid during. ....of each year.

5. TERMINATION OF CONTRACT OF EMPLOYMENT

5.1 The employee shall be required to serve a probationary period for the first six months of his employment with the company. During the first four weeks of his employment with the company, either party may terminate this contract of employment by the furnishing of not less than one week's notice of its intention to do so. If the employee is employed for more than four weeks but less than one year, no less than two week's notice of either parties intention to terminate this contract of employment shall be given. If the employee is employed for one year or more than four weeks notice of either parties intention to terminate the contract shall be given.

5.2 The foregoing notice period shall not effect the right of the company to terminate the contract without notice for any cause recognised by law as sufficient.

6. SICK LEAVE

6.1 The employee shall be entitled during the first 6 months of continuous employment to one day's paid sick leave for every 26 days worked;

6.2 The employee shall be entitled, during a sick leave cycle of 36 consecutive months of employment, to thirty days paid sick leave, equal to the number of days the employee would normally work during a period of six weeks.

6.3 Notwithstanding this, the employee will not be entitled to any remuneration where the employee has been absent from work for more than two consecutive days on more than two occasions during an eight week period and the employee on request by the employer, does not produce a medical certificate duly completed and signed by a medical practitioner or person certified to diagnose and treat patients and who is registered with a professional council, stating that the employee was unable to work for the duration of his absence on account of sickness or injury.

7. MATERNITY LEAVE

The employee will be entitled to four months maternity leave in respect of each child to which she has given birth. The leave must be taken consecutively, and must commence four weeks before the expected date of birth and the employee concerned shall not be required to return to work for six weeks after the birth.

8. FAMILY RESPONSIBILITY LEAVE

During each annual leave cycle, the employee is entitled to three days paid leave to be taken:

8.1 When the employee's nature child is born;

8.2 When the employee's natural child is sick;

8.3 In the event of the death of the employee's parent, adoptive parent, grandparent, natural or adoptive child, grandchild or sibling.

9. ANNUAL LEAVE

The employee shall be entitled in respect of each completed period of twelve months of employment with the company to 15 (fifteen) consecutive days leave on full pay. Such leave shall be taken at a time which is mutually convenient to both parties provided that it must be taken 6 months of the end of the leave cycle during which that leave was earned.

10. PROVIDENT FUND

Membership of the Company's Provident Fund is compulsory and with immediate effect you will become a member.

Provident Fund booklets containing the rules and benefits are available on request.

Contributions in terms of the rules are currently levied at % of pensionable emoluments. The Company will also contribute an amount of %.

11. MEDICAL AID

Membership of a health care scheme is available to employees.

12. **CONFIDENTIALITY**

No other form of employment may be undertaken without written consent of the Company.

The disclosure of any information concerning the Company result, methods or procedures, the names and structural arrangement with the Company's suppliers or customers, the ideas, research, software and hardware in use in the Company's computer operations and applications, and, without being limited by the foregoing, any relevant data which is either being used or will be used by the Company as well as any other matter or information which is known by an employee or employees, suppliers and customers of the Company and which is not readily available in the ordinary course of business to a competitor or potential competitor of the Company, will constitute a breach of contract, unless you are required by law to disclose such knowledge.

Inventions or improvement which you make in the course of your employment will be the property of the Company.

13. **TRANSFER TO BRANCHES**

The employee acknowledges that it is pivotal to the Company's operations that inter-branch transfers are necessary from time to time. It is an express material term thereof, of this contract that the employee agrees to be transferred to stores situate throughout the Republic depending on the needs and exigencies of the Company's operations. Such transfers will be effected after consultation (not negotiation) with the employee.

14. **ENTIRE AGREEMENT**

This agreement constitutes the entire agreement concluded between the parties and no variation, modification or addition hereto shall be of any force and effect unless reduced to writing and signed by the parties.

DATED AT

this .....day of..... 200 .

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**EMPLOYEE**

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FOR: THE COMPANY