

This document is intended to provide you with some insight to what could be contained in an employment contract between you and your employer. It is intended to alert you to some of the important components that make up relatively standard employment contracts. The information is provided under various headings and includes some guidance concerning the particular aspect being addressed. We hope you find it useful. Best wishes from the **gradzone** team.

Employment contract entered into between

.....
(hereafter referred to as "the Company")

&

.....
(hereafter referred to as "the Employee")

Employee ID Number: _____

Service | Dedication | Transparency | Integrity | Teamwork | Development | Accountability | Commitment to Community

 Facebook &  LinkedIn groups:
"gradzone – click-starting careers"

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GENERAL

Confirmation of Applicant Information

The Company will likely assert that your employment is subject to the accuracy and integrity of the information you have given them in relation to inter alia, your skills, abilities, experience, qualifications and job-related personal details. The Company may reserve the right to withdraw from the agreement and your services if this information is flawed, and/or dissatisfactory reference reports are obtained.

Job-Related Details & Probationary Period

Reference to position, specific responsibilities, salary, employment date, work location as well as duration and basis of any probation will be addressed under this heading.

Remuneration

Date and method of payment should be addressed as well as details of all statutory, company initiated and personal deductions. E.g. PAYE, UIF, Provident Fund, Medical Aid etc.

WORKING HOURS

Normal hours of work

From _____ to _____, Monday to Friday, with a (?) lunch break. Note; you may be required to take your lunch break at a specified time.

Attendance register

You may be required to sign an attendance register each day, upon arriving at work and when leaving work (at the end of the day).

Overtime

You may be required to work overtime from time to time. The Company will usually choose to pay you a special rate for this or opt to award you time off in lieu thereof.

Public holidays

The statutory public holidays are as follows:

New Year's Day	1 January
Human Rights Day	21 March
Good Friday	Varies From Year to year
Family Day	Varies From Year to Year
Freedom Day	27 April
Worker's Day	1 May



Youth Day	16 June
National Women's Day	9 August
Heritage Day	24 September
Day of Reconciliation	16 December
Christmas Day	25 December
Day of Goodwill	26 December

The Company may close for these days and then it is not likely that they will entertain employees requesting to take other religious holidays in lieu of statutory public holidays.

ANNUAL LEAVE

Annual Leave Entitlement

Unless you work less than a five-day week, you will be entitled to fifteen (15) working days annual leave on full pay for each period of twelve months completed in full-time employment.

Should you work less than a five-day week, you will accrue one (1) day of annual leave on full pay for every seventeen (17) days on which you worked.

You may be required to apply for leave some time in advance, unless a valid reason is given to Management for a late application.

Other regulations regarding annual leave

These could include local rules concerning the maximum number of days accrued annual leave that may be carried from one year to the next.

It is not normally possible to take leave in advance, unless a valid reason is given and the Company agrees to this.

SICK LEAVE

The statutory sick leave benefit is set at 1 day sick leave on full pay for every twenty-six (26) days on which you worked in the first year of employment. Thereafter you are entitled to 30 days sick leave over a 3-year cycle. However, the Company may choose to institute more favourable sick leave conditions. It is not usually possible to carry accrued sick leave from one 3-year cycle to the next.

1. A valid medical certificate is usually required for employees who are off sick:
 - on a day (1 day) before or after a weekend, public holiday or annual leave
 - for two (2) days or more
2. Furthermore, if you are absent for more than two (2) separate days within an 8-week period, you may be required to produce a valid medical certificate.

MATERNITY LEAVE

As a minimum, female employees are entitled to four (4) consecutive months of unpaid maternity leave. Female employees will be entitled to claim unemployment insurance



benefits from the Unemployment Insurance Fund during this unpaid maternity leave period, subject to the rules of this Fund.

FAMILY RESPONSIBILITY LEAVE

If you work at least four days per week and upon completing 4 months service with the Company, you will be entitled to 3 day's paid leave during each annual leave cycle in respect of any of the following events:

- When your child is born.
- If your child is sick.
- In the event of the death of your spouse/life partner, parent or adoptive parent, grandparent, child or adopted child, grandchild, brother or sister.

ABSENTEEISM

If you are unable to report for work for whatever reason, it is your responsibility to ensure that you notify Management within a reasonable time of your normal starting time. Failure to do so may result in you being marked absent without permission.

OBLIGATION TO DEDICATE YOUR TIME TO THE COMPANY

Take careful note of any restrictions that the Company may place on your time outside your normal working hours, during holidays, or whilst on annual leave.

COMPANY AUTHORITY TO MONITOR E-MAIL, INTERNET & COMPUTER SYSTEMS

All electronic communications equipment and software is provided for business use. Take note of all restrictions and rules governing your use of this facility as any breach could result in disciplinary action being taken by the Company against you, which could lead to dismissal.

TRAINING & DEVELOPMENT – BONDING ARRANGEMENT

Many Companies may require you to sign a bonding agreement for the cost of training programmes you may attend which the Company has paid for. Usually if you decide to terminate your services with the Company or be dismissed on grounds of misconduct or incapacity before the completion of the bonding period, the Company will reserve the right to deduct a pro-rata amount for this cost from your final salary payment and/or hold you indebted to them for the balance.

PERFORMANCE MANAGEMENT

Should you be unable to meet performance standards required by the Company it may lead to the implementation of Poor Work Performance procedures as prescribed by the Labour Relations Act, and may it may result in termination of your services on the grounds of incapacity.



HEALTH AND SAFETY

You will be required to adhere to the Company's Health and Safety requirements.

GROOMING & APPEARANCE

Note the Company's requirements.

CONFIDENTIALITY & RESTRAINT

Any information of a confidential nature acquired by you during the course of your employment with the Company may not be disclosed by you during your employment, and/or after termination of such employment. This might include anything pertaining to operating and management procedures, financial management, business methods, customers, salaries etc.

TERMINATION OF SERVICE

Your employment with the Company may be terminated by either party giving the other notice in writing, of at least:

- Two weeks, if you have been employed for less than six months.
 - One calendar month, if you have been employed for more than six months.
3. Notice of termination of your employment may usually not be given during any period of leave.
 4. The Company will also likely reserve the right to terminate your employment without notice or payment in lieu thereof, should it be deemed that you have been dishonest in your dealings with the Company, for misconduct or for any other lawful reason. This shall include any breach of your duty to hold in the strictest confidence all confidential information regarding the affairs of the Company that may come to your knowledge. Furthermore, the Company will retain the right to terminate your services as a result of poor work performance and/or ill health/injury incapacity.
 5. Note, upon termination of your employment with the Company, you may be required to immediately return all documentation and other property of the Company that is in your possession, including but not limited to, lists of clients, extras and any other information regarding the business of the Company, with the caution that you may not retain or make copies thereof in any format whatsoever, and for any purpose whatsoever. Failure to comply will give them the right to prosecute you.



OTHER

6. Over and above any of the specific conditions of employment referred to above, your conditions of employment are subject to relevant conditions of employment as specified in:
- any relevant legislation or subordinate legislation;
 - the Company's rules, codes, policies and procedures, which include but are not limited to its disciplinary code, disciplinary and incapacity procedures as well as any changes that are effected to the above rules, codes, policies and procedures at any future date.

SIGN OFF

You will be expected to sign the contract presented, usually requested in the following manner:

Please let us have your formal acceptance of these conditions of employment by initialling each page in the bottom right corner and signing this contract in the place indicated below, and returning it to the company at your earliest convenience.

Yours sincerely,

Company

I _____, the undersigned, acknowledge receipt of this employment contract. I accept the appointment and understand and agree to the terms and conditions of employment as contained in this contract, as well as to the terms of the documents and policies referred to in this contract, which are subject to amendment from time to time, and by which I irrevocably undertake to abide.

SIGNATURE

DATE