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CONTRACT OF EMPLOYMENT

BETWEEN

YOUR COMPANY

REGISTRATION NUMBER: XXX/XXXXXX/XX

ADDRESS:

XXXXXXXXXXXXXXXXXXXX

(Here after referred to as "THE EMPLOYER")

And

NAME

XXXXXXXXXXXXXXXXXXXX

(Here after referred to as "THE EMPLOYEE")

SAMPLE CONTRACT

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The parties hereby agree that the Employee will be employed subject to the following conditions:

TERMS OF OFFER OF EMPLOYMENT

We have pleasure in offering you a Position at XXXXXXXXXXXXXXXXXXXX

1. COMMENCEMENT DATE XXXXXXXXXXXXXXXXXXXX

1.1. Permanent appointment

1.1.1. This contract shall remain valid for an undetermined period until the contract is terminated.

1.2. Probation period

1.2.1. The employee is appointed for a probation period of 3 (three) months.

1.2.2. The employer undertakes to follow all relevant procedures and guidelines as set out in the schedules to the Labour Relations Act, 1995.

1.2.3. The company reserves the right to extend your probation period, in consultation, for a further (3) three months if it deems necessary and appropriate.

2. VALIDITY OF CONTRACT

2.1. This contract is subject to the Basic Conditions of Employment Act, 1997 ("The Act").

2.2. Should any term of this contract be in conflict with any existing or future Law, Sectoral Determination or Collective Agreement, such Law, Determination of Agreement, shall be binding in respect of the said provision only and all other terms of this contract shall remain valid and binding upon the parties.

2.3. No indulgence or condemnation by the employer of any breach of any term of this contract by the employee shall constitute a waiver of any of the employer's rights in terms of this agreement and no amendment of this contract shall be valid unless reduced to writing and signed by both parties.

3. APPOINTMENT AND JOB DESCRIPTION

3.1. You will be employed in the capacity of XXXXXXXXXXXXXXXXXXXX and will render services generally associated with this position and **other** tasks as may be provided by management from time to time. All required duties and responsibilities will be indicated in your job description.

3.2. The Employee's appointment is subject to the following conditions:

a. The duties associated with the Employee's specific employment.

b. Due to the nature, size, structure and operational requirements of our business, the Employee will be expected to perform **general and other duties from time to time**, which duties might not be specifically mentioned either in this agreement and or the Job Description, although such duties will be relative to the nature of the Employers business and may not be refused by the Employee to perform such duties. Failure to comply with such instruction to perform such duties will constitute a breach of this agreement.

c. By signing this Contract of Employment, the employee undertakes and agrees to perform such duties as referred to above and as set out in the Employees Job Description.

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- d. The Employee undertake to be true and faithful to the business in all dealings and transactions relating to the business and interests of the business and use its best endeavours to protect and promote the business, reputation and goodwill of the business.
- e. The Employee further undertakes to conduct itself in a manner that will always uphold the good name, reputation and stature of the Employer and will not in any way act, conduct or commit any act that will bring the good name of the Employer into disrepute. Failure to comply with this undertaking will constitute a material breach of this agreement.

4. PLACE OF WORK

- 4.1. The employee will work at **XXXXXXXXXXXXXXXX**, or any other places as the employer may from time to time direct.
- 4.2. The employee is responsible for arriving at his/her work station or his/her place of work on time.
- 4.3. Should the employer provide transport to and from the workplace, such transport is not a condition of service and may be varied by the employer. Long distance payment conditions will take affect as discussed with the employer prior to departure.
- 4.4. Should the Employer provide transport to collect or deliver employees at/from home, this service will not be deemed as overtime. The working time will be terminated/will commence the minute employees reach the work place.

5. HOURS OF WORK AND OVERTIME

- 5.1. The Employee will be required to work 40 (Forty) hours per week, 07h30 – 16h30 from Monday to Thursday and Friday from 07h30 – 16h30.
- 5.2. The employee will be entitled to a meal intervals of (15) minutes at 10am, lunch time (30) minutes at 12h30 and another (15) minutes at 15h00 as mutually agreed after. The employee will not be remunerated during the meal interval, unless the employee is required to work during the meal interval to perform duties that cannot be left unattended and cannot be performed by another employee.
- 5.3. It is a specific term and condition of the Employees employment that the Employee will render services for overtime work when requested to do so provided this does not exceed the limitations as set out in the relevant legislation
- 5.4. In the event where an Employee is required to work overtime, which overtime is to cater for unexpected eventualities, then in that case the Employee will be remunerated for the inconvenience at a scale determined by the Employer from time to time. In such case it is not required by the Employer to give 10 hours' notice to the Employee of such overtime that is required to be worked.
- 5.5. The rate of pay for overtime worked (except on Sundays and Public Holidays), will be XXXX.
- 5.6. The employer may implement a system of short time under circumstances of reduction of work due to circumstances not within the control of the employer, on condition that the employer follows rules stated in section 186
- 5.7. The onus will rest on the employee to obey lawful and reasonable commands, orders and instructions of his/her employer in respect of the performance of his/her services. There is furthermore statutory obligation on an employee to act and perform his/her duties to such a standard that it would be in the best interests of the company.

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6. REMUNERATION

- 6.1. The Employer shall pay the employee **XXXX per XXXXX**
- 6.2. The employee's remuneration will be paid **XXXXXX**
- 6.3. The employee hereby authorizes the employer to deduct from the salary/wages, all statutory deductions as well as all amounts due for money borrowed, UIF and Union fees.
- 6.4. The employee shall not be remunerated for any period of unauthorized absence, including industrial action or during a valid lockout.
- 6.5. Wages are paid by Electronic Bank Transfer on a **XXXXXXXX** before end of day. It is the Employee's responsibility to ensure that the Employer has the Employees banking details or notice of any changes thereto by no later than 8am on the **XXXXXX** in order for it to be effected in time.
- 6.6. It is required of all employees to keep the information of their remuneration strictly confidential. Failure to adhere to this term in the Agreement will constitute a material breach of this agreement.
- 6.7. Should the employee leave the employment of the Employer, for whatever reason, then the Employer is allowed to deduct, any such loan amounts owing to the Employer.

7. ANNUAL & OTHER LEAVES

- 7.1. During the company's annual shutdown period, once of each year, you will be required to take annual leave. The number of working days will be determined and authorised by Management and deducted from your annual entitlement. As discussed the end of the previous year, outstanding leave will be authorized the middle of this year but the leave will be granted and taken at a time to be fixed by the employer with consideration of the operational requirements of the business.
- 7.2. Should annual leave not be possible during December shutdown period due to operational requirements, both Management and the affected employee should make every effort to plan for leave just prior or shortly after the shutdown period as soon as practicably possible.
- 7.3. Leave is taken at the convenience of the company and if the period the Employee selected is detrimental to the operational requirements of the company, the Employee shall be obliged to select a different period leave. Approved leave may be cancelled with consultation if it affects operational requirements and may impose conditions as the company may agree to.
- 7.4. Upon termination of employment, the employee will be entitled to be paid out in respect of any accrued leave not yet taken prior to the termination of employment.

8. SICK LEAVE

- 8.1. The employer retains the right to expect the employee to subject himself/herself to an examination at a registered medical practitioner to obtain a second medical opinion regarding his/her alleged illness/injury. Such request by the Employer may not unreasonably be withheld. The employer will make contact with the Employee per preferred method as stated by the Employee on his information sheet, which must be kept up to date by the Employee and requested to make himself/herself available for examination at the place and time as directed by the Employer. Failure to adhere to this instruction is a material breach of this agreement.
- 8.2. Only medical certificates based on personal examination will be accepted.

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- 8.3. The employee must personally inform the employer before commencement of the shift on the day he/she was supposed to have reported for duty of such absence and expected date of returning to work.
- 8.4. The employer must also be informed of an address where the employee could be found should the Employer wish to visit the employee.

9. FAMILY RESPONSIBILITY LEAVE

- 9.1. The employee is eligible to family responsibility leave. The Employee will only be entitled to family responsibility leave after 4 (FOUR) months of service with the employer.
- 9.2. The employee shall be entitled to 3 (three) days paid leave during each cycle. This could be taken with the birth or illness of a child or in the event of the death of the employees spouse, life partner, parent, adoptive parents, grandparents, child, and or adopted child
- 9.3. The employee shall notify the employer on the same day in which the event occurs.
- 9.4. The employee shall not be entitled to payment for the absence unless the employee furnishes the employer with proof of the circumstances necessitating the absence
- 9.5. Unused family responsibility leave will lapse at the end of each leave cycle of 12 (twelve) months' service.

10. TERMINATION OF CONTRACT

- 10.1. If the employer or the employee intends to terminate this contract, the relevant party shall give the other party notice in writing and the following notice periods will apply:
 - a. During the first 3 (three) months of employment, not less than 2 (two) weeks.
 - b. Longer than 6 (six) months but not yet one year: 4 (four) weeks.
 - c. After 1 (one) year of employment: 4 (four) weeks' notice.
- 10.2. The periods of notice set out above, shall not be applicable:
 - a. In the case of summary dismissal in the event of a disciplinary procedure.
 - b. In the case of desertion or unauthorized absence for more than 5 (five) working days.
- 10.3. The employer shall have the right to pay the employee in lieu of notice.
- 10.4. Should the employee fail to give sufficient notice of termination of service the employer would be entitled to withhold an amount of salary/wage/leave pay or any money which is due by the employer to the employee, equal to the period of notice he/she was supposed to have served.
- 10.5. An employee may upon reaching the age of 55 (fifty-five), give notice to the employer of his intention to retire but will be obliged to retire upon reaching the age of 60 (sixty), upon which this contract will automatically expire. In the event of the employee being appointed after reaching the above mentioned retirement age, the employer may terminate the employment at any stage, based on retirement.

11. TRADE UNIONS

- 11.1. Should the employee join a trade union, he/she will notify the employer within 7 (seven) days of such membership.

12. DISCIPLINARY PROCEDURE

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- 12.1. Undertaking:
- a. Both parties agree that strict adherence to this procedure will ensure that discipline be maintained and that the employee is treated fairly as set out in the Disciplinary Procedure Policy.
- 12.2. Offences and penalties:
- a. The schedule of offences and possible sanctions is set out in Annexure "A"
- 12.3. Procedure:
- a. Should the employee commit serious misconduct as outlined in Annexure "A", the employee shall be given the required documentation to appear before a disciplinary hearing. A person appointed by the employer will act as chairperson. The Chairperson shall determine the date, time and place of the disciplinary hearing. The employee shall have the right to be represented by a Shop Steward (Union representative) or co-employee and to present evidence.
 - b. Should the employee refuse or fail to appear before the disciplinary hearing, the hearing may proceed in the employee's absence. The employee will also have the right to appeal. The employee will first resort to appeal before opting for any external dispute resolution mechanism.
 - i. Verbal and Written Warning:
 - o If the employee commits non-serious misconduct as outlined in Annexure "A" that merits a written warning, the employer or his/her authorised representative shall complete such written warning and be handed to the employee for signing thereof. The employee is entitled to submit his/her written comment on each and every written warning received. Each written warning shall be valid for a period indicated by the Chairperson. A Verbal Warning shall be valid for the time indicated by the Chairperson.
 - ii. Final Written Warning:
 - o Should the employee commit misconduct, which merits a final written warning (Annexure C, indicated in the Disciplinary Procedure Policy), the same procedure as for a written warning, set out above, must be followed. The employee shall also be informed that a further contravention may result in demotion or dismissal. A final written warning will also be valid for the period indicated by the Chairperson, unless the final written warning was given as a sanction after a disciplinary hearing, in which case it shall be valid for a period set by the Chairperson.
 - iii. Suspension as Sanction:
 - o If an employee is convicted of a serious misconduct, he/she may be suspended. The employee consents not to be remunerated for the period of suspension.
 - iv. Suspension in Anticipation of a Hearing:
 - o Should the employee commit a dismissible offence, the employer may suspend the employee's employment on full pay with immediate effect and the employee shall appear before a disciplinary committee as soon as possible.
 - c. Appeal Procedures
 - i. In the event of the employee wishing to appeal against his/her conviction and/or the sanction imposed on him/her, as result of a disciplinary hearing, he/she must submit the grounds for appeal in writing within 3 (three) days after being notified of the conviction and/or sanction, unless the sanction was a dismissal following a conviction after the desertion procedure has been followed.

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- ii. No formal appeal hearing shall be held, the employer shall submit the appeal application to a Senior Manager, who was not involved in the initial hearing, who shall make a final decision based on the appeal application, the minutes of the disciplinary hearing, as well as other relevant facts.
 - 12.4. If a disciplinary enquiry is held in the absence of the employee due to the employee's unavailability or refusal/failure to appear, the employer shall hand a copy of the disciplinary report to the employee or send a copy per registered post to his/her last known address.
 - 12.5. The employee agrees to undergo any medical examination or examination by means of apparatus especially designed for this purpose of testing under the influence of liquor or a narcotic substance in the event of any suspicion by the employer or supervisor of such employee being influenced or effected.
 - 12.6. The employee accepts the admissibility of such testing and result of such testing, and the submission of such report or result of testing will be sufficient proof of the state of influencing of such an employee on time of testing.
- 13. DISMISSAL FOR INCAPACITY**
- 13.1. Should the employee be or become incapable of performing his/her duties as expected due to ill health or injury or because of poor work performance, the employer shall follow the guidelines set out in Schedule 8 of the Labour Relations Act, 1995.
- 14. RETRENCHMENT**
- 14.1. The employer shall have the right to terminate this contract for reasons based on economic, technological, structural or other similar needs.
 - 14.2. Should the employer contemplate the termination of this contract for these reasons, the employer shall follow the guidelines contained in Section 189 of the Labour Relations Act, 1995.
 - 14.3. Should the employee's services be terminated as a result of these reasons, the employee shall be paid severance pay equal to one week's remuneration for each completed year of service with the employer.
- 15. DESERTION**
- 15.1. An employee shall be regarded as having deserted from his employer's service after a continuous absence of five working days without notification to his employer of his whereabouts, provided that:
 - 15.2. The employer attempts to contact the employee in writing at the last-known address supplied by the employee, informing the employee of his/her absence and of a disciplinary hearing to be held at the work place;
 - 15.3. The employee is given a fair opportunity to state a case in response upon his/her arrival;
 - 15.4. After the aforementioned five days has lapsed, a notice of desertion/to submit reasons for absence and a notice for a disciplinary hearing will be send to the employee by registered mail to his/her last-known postal address or such notice will be handed to the employee or to a person over the age of 16 years at the employee's last known address.

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- 15.5. In the event of the employee failing to submit acceptable reasons for his/her absence and/or fails to attend the hearing, the employee will be deemed to have deserted and his/her services be terminated. The employer will serve a notice on the employee as prescribed above, which will serve as notification that his/her services have been terminated on the said fifth day.
- 15.6. The employee shall be allowed a period of 03 (three) days to lodge with his employer a written appeal against his dismissal.

16. GRIEVANCE PROCEDURE

- 16.1. The employee shall lodge any grievance with the employee's immediate supervisor. Should the supervisor not be able to solve the problem to the satisfaction of the employee, it will be referred to the employer whose decision on the matter will be final. The employee will only resort to an external dispute resolution mechanism if the employer has failed to resolve the grievance.

17. SECURITY MEASURES AND LOSS CONTROL

- 17.1. The employee hereby consents to his/her person, property and vehicle being searched while on the premises of the employer and during work hours, by the employer or his/her nominated representative, provided that female employees shall be searched by female persons and male employees by male persons.
- 17.2. The employee acknowledges and associates him/herself with the fact that close circuit television and other camera surveillance equipment will be used in the workplace to monitor and control theft and other losses. The employee also agrees that visual material obtained in this fashion could be used as exhibits.
- 17.3. The employee acknowledges that telephone conversations may be monitored for purposes of security and investigations.

18. CONFIDENTIALITY

- 18.1. The employee undertakes not to disclose any confidential information of the Employer to any third party or entity during the operation of this agreement or after its termination, unless the employer specifically agrees.
- 18.2. Where applicable, you may be required to sign specific confidentiality agreements in line with specific project or other requirements from time to time.
- 18.3. Due to the sensitive nature of the Employers business, the Employee bind itself not to disclose any information to anybody for a period of 5 years after the Employee leaves the employment of the company.
- 18.4. You must ensure that your remuneration and employment conditions, payslip and contract of employment details, are kept confidential at all times as a matter between you and the Company and a such are encouraged not to disclose or discuss it with other staff. Should an employee chose to engage in such discussions and this results in any form of incitement, disgruntlement or disruption in or to workplace, in any form, the employee responsible will be dealt with in accordance with our disciplinary codes.

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19. COPY RIGHT

23.1 During your employment with the company you may be exposed to operational systems or new designs and ideas. These systems, designs and ideas are subject to copyright. No systems, designs or ideas may be copied, emailed or discussed to any recipients outside the company in any way. Failure to adhere to this condition of employment could result in dismissal, criminal charge and civil action being brought against you.

20. INTELLECTUAL PROPERTY

- 20.1. All documentation, processes, procedures or methods, machinery or improvements produced or developed by the Employee that is directly or indirectly related to the business of the Employer, whether alone or in conjunction with others, during the course of his/her employment, and all rights pertaining to such material and the information recorded, are and shall remain the exclusive property of the Employer.
- 20.2. Any exclusion to Paragraph 23.1 must be agreed to by the parties and be reduced to writing. Where the Employee is uncertain with regards to the ambit of paragraph 23.1, the Employee may approach the Employer for clarification.
- 20.3. The Employer undertakes to do everything necessary to protect the Employer's title to any inventions, patents or design registrations based thereon and to assist the Employer to apply for and to maintain the aforementioned.

21. RESTRAINT OF TRADE

- 21.1. The employee acknowledges that he/she will be given the opportunity to develop and maintain close personal contact with the Employer's suppliers, customers and employees will be expected to establish the necessary rapport with those suppliers, customers and employees for the purposes of the Employer's business and that they will have access to the Employer's methods of doing business and all the confidential information relating thereto. "The Employer" shall mean xxxxxxxxxxxxxxxxxxxxxxxx.
- 21.2. The employee undertakes not to be engaged in any other business, in competition with the employer's business, be it direct or indirect, or as a shareholder, partner, member of a Close Corporation, director of a company or in any other capacity, within one year after termination of this agreement.
- 21.3. The employee acknowledges and agrees that the aforesaid restraint is fair, reasonable and necessary for the protection of his employer, his employer's trade name and the goodwill attached thereto.
- 21.4. Drastic legal action will be taken against any employee found to be in breach of the above clause.
- 21.5. The Employee will disclose any and all memberships, directorship, shareholding and or interests that it might have in any company, business venture, partnership, Close Corporation, or other interest in another company of what so ever nature. Breach of the above clause shall constitute a material breach of this agreement.

22. BUSINESS VEHICLES

- 22.1. Any Employee whom is appointed a driver of a Company vehicle be responsible for any traffic offences, the employee will be responsible for all fines as a result of such traffic offences. Except

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if the fine relates to the maintenance of or defects on the vehicle, on condition that the driver inspected the said vehicle and reported the defect, prior to utilizing the vehicle.

- 22.2. Should the employee as driver of the business vehicle be involved in an accident caused by the negligent, wilful or unlawful conduct of the employee, he/she will be responsible for all damage caused.
- 22.3. Business vehicles may under no circumstances be used for private purposes, and under no circumstances may any private persons be transported in or on such vehicle. The employer is indemnified against any action due to an employee's failure to comply with this provision.
- 22.4. If the vehicle is fitted with a gear lock or alarm it must at all times be activated whenever the vehicle is not in use.
- 22.5. The vehicles log book must be kept signed and up to date at all times. The log book must be kept in the vehicle or alternatively with the car keys of the vehicle. The logbook will need to be signed off by a manager at least once a week.
- 22.6. The vehicles need to be taken care of and cleaned after use. If vehicle is found to be neglected and filthy, management is given right to charge the culprits the amount required to get the vehicles cleaned.
- 22.7. **No cigarette buds may be left in the vehicles.**

23. EMPLOYEE COMMUNICATION

- 23.1. The employee is not entitled to use business equipment, inter alia, telephones, cell phones, Fax machines and computers, for private purposes without the employer's prior permission, unless an emergency or a signed policy, to the contrary exists.
- 23.2. The employer reserves the right to access, monitor, read, filter, block, delete, use and any incoming or outgoing email messages, send or received by the employee, attachments to such emails, hyperlinks in such email messages or attachments, websites visited by the employee and files or records saved automatically, or by the employee, on the employer's equipment.

24. GENERAL

- 24.1. All rules and policies announced from time to time by the employer will form an integral part of this agreement.
- 24.2. Headings are introduced as explanatory additions and should not alter the meaning of the content.

25. PERSONAL DETAILS

- 25.1. This onus is on the Employee to supply correct detail required which will be kept in the office. The Employee must ensure that such information is relevant at all times and the employee need to update the personal information not later than 7 days after there had been a change in the personal information of the employee.
- 25.2. The employee must re-visit his/her personal information every six months ensuring its correctness. The onus is on the employee to ensure that its information is relevant and up to date.
- 25.3. In the event that the employee absconds from work, the Employer will assume that the information supplied by the Employee is correct and will forward a notice of absconding to the Employee at the

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address supplied by the Employee. In the event that such address is not correct, it will not detract from the legal obligation of the Employee to have notified the Employer of his/her current address. It will be deemed to have been sent out correctly and the Employee would not have any claim in law that he/she had not been served of such notice correctly.

26. CONTRACT

26.1. This contract supersedes any previous employment contracts signed by the Employee with the Employer

27.3 The Employee hereby acknowledges that this contract was given to him to read and to let us know if there is anything he doesn't understand. .

27. WARRANTY OF EXPERTISE

27.1. You hereby warrant that you are competent, qualified and possess the necessary skills to carry out, to the satisfaction of the company, the tasks for which you are employed. In addition, you warrant that the representations by you in relation to your skills, expertise and/or qualifications are true and correct and that you have disclosed everything which, if disclosed, would or may have been material to Company's decision to employ.

29. GENERAL RULES

29.1 You will be bound by **XXXXXXXXXXXXXXXXXX** existing rules, conditions of employment, regulations and procedures as amended from time to time. It is your responsibility to ensure you are familiar with such rules, regulations and procedures.

29.2 You agree to abide by all lawful instructions issued to you and to carry out your duties at a level appropriate to someone with your qualifications and experience. You also agree to be flexible about your work and to assist others where necessary.

29.3 You agree to uphold the good name and reputation of **XXXXXXXXXXXXXXXXXXXXXX** and not to do or say anything to anyone that may prejudice or affect **XXXXXXXXXXXXXXXXXXXXXXXXXXXXXX**

30. TRUTH VERIFICATION AND INVESTIGATIONS

30.1 Truth Verification / Aptitude Test and Interviews:

It is a specific term of this agreement that the employee will subject himself/herself to Truth Verification Testing by either Voice Stress Analysis Technology or Polygraph Technology or any other Technology that the Employer require at that specific time,

30.2 Investigations:



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Should the employer require the employee to subject himself to any interview for purposes of an investigation, enquiry, incident, accident or for any other reason, then the employee must give his/her full cooperation in such interview until such time that the employer is satisfied with the information obtained. Failure to comply will be deemed a serious breach of this agreement.

30.3 Aptitude Test and other psycho-symmetric testing:

Should the employer require any aptitude and or other test, including psycho-symmetric, then the employee will comply with such request. Failure will be deemed a breach of this agreement.

We would like to take this opportunity of wishing you every success and a long and fulfilling association with the company. Attached are the disciplinary codes which you agree to adhere to and for the stated consequences or actions to be dealt with as indicated.

SIGNED AT xxxxxxxxxxx ON THIS xxxxth DAY OF xxxxxxxxxxxxxxxxx

SIGNATURE OF EMPLOYER

SIGNATURE OF EMPLOYEE

SIGNATURE OF WITNESS

Both parties and witness must initial all the other pages of this contract and deletions.

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ANNEXURE A: DISCIPLINARY CODES

No	Description	1 st Offence	2 nd Offence	3 rd Offence	4 th Offence
1	ABSENTEEISM				
1.1	Absent from work without permission	Written Warning	Final Written Warning	Dismissal	
1.2	Any unexplained absence from the work place	Verbal Warning/ Counselling	Written Warning	Final Written Warning	Dismissal
1.3	Desertion – five (5) consecutive days	Dismissal			
1.4	Excessive use or abuse of sick leave	Final Written Warning	Dismissal		
1.5	Failure and/or neglecting to produce a medical certificate after being absent for more than two (2) working days or as instructed after counselling regarding sick leave	Final Written Warning	Dismissal		
1.6	Failure or neglecting to advise of any periods of absence	Final Written Warning	Dismissal		
2	TIMEKEEPING AND RELATED OFFENCES				
2.1	Extended or unauthorized breaks during working hours	Written Warning	Final Written Warning	Dismissal	
2.2	Failing or neglecting to notify management of intended absence	Final Written Warning	Dismissal		
2.3	Failure and or neglecting to work overtime after agreeing to do so and without reasonable cause or excuse	Final Written Warning	Dismissal		
2.4	Leaving or entering Company premises without authorisation	Final Written Warning	Dismissal		
2.5	Leaving work early without proper permission	Written Warning	Final Written Warning	Dismissal	
2.6	Loafing or idling and failing to complete tasks allocated	Written Warning	Final Written Warning	Dismissal	
2.7	Neglecting or forgetting to clock/sign in and out at the beginning and end of work shift (with/without overtime)	Final Written Warning	Dismissal		
2.8	Refusal to work without good reason	Dismissal			
2.9	Reporting late for work without authorization	Verbal Warning/ Counselling	Written Warning	Final Written Warning	Dismissal
2.11	Unauthorised absence or leaving the premises	Written Warning	Final Written Warning	Dismissal	
No	Description	1st Offence	2nd Offence	3rd Offence	4th Offence
3	FRAUDULENT TIMEKEEPING				

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3.1	Clocking on behalf of someone else or allowing someone else to clock on his/her behalf.	Dismissal			
3.2	Clocking or recording time and not working	Dismissal			
3.3	Submitting overtime claims for time not worked	Dismissal			
4	COMPANY PROPERTY				
4.1	Damage to company property – willful or intentional	Dismissal			
4.2	Damage to company property due to negligence or carelessness	Final Written Warning	Dismissal		
4.3	Improper use of tools and/or equipment	Final Written Warning	Dismissal		
4.4	Loss of company property due to negligence or carelessness	Dismissal			
4.5	Misuse of company property	Dismissal			
4.6	Unauthorised repairs or production of private property/articles on company premises or with company equipment during or after hours	Final Written Warning	Dismissal		
4.7	Wasting materials/consumables	Final Written Warning	Dismissal		
4.8	Unauthorised possession of company property or theft	Dismissal			
5	GENERAL				
5.1	Abuse of Company issued cellular telephone	Written Warning	Final Written Warning	Dismissal	
5.2	Any breach of the provisions of an employment contract	Final Written Warning	Dismissal		
5.3	Assault or attempted assault	Dismissal			
5.4	Being in the possession of illegal drugs or alcohol or any other prohibited substance whilst at work or on company premises during working hours	Dismissal			
5.5	Being under the influence of illegal drugs or alcohol or any other prohibited substance whilst at work or on company premises during working hours	Dismissal			
5.6	Being over the prescribed legal limits of alcohol as prescribed in the Company Drugs and Alcohol Policy	Dismissal			
5.7	Betting or gambling during working hours on company property	Written Warning	Final Written Warning	Dismissal	

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No	Description	1 st Offence	2 nd Offence	3 rd Offence	4 th Offence
5	GENERAL				
5.8	Bringing the company name into disrepute during or outside working hours	Dismissal			
5.9	Carelessness – Failing and or neglecting to exercise due care or attention in the performance of a task	Verbal Warning/ Counselling	Written Warning	Final Written Warning	Dismissal
5.10	Changing outside of designated changing areas	Written Warning	Final Written Warning	Dismissal	
5.11	Dereliction of duty	Final Written Warning	Dismissal		
5.12	Disorderly conduct/horseplay which could prejudice the maintenance of security, safety and general good order	Dismissal			
5.13	Disregarding specifications or instruction relating to work or a task	Written Warning	Final Written Warning	Dismissal	
5.14	Driving a company vehicle without a licence	Dismissal			
5.15	Driving company vehicle or operating any company machinery without proper authorization	Final Written Warning	Dismissal		
5.16	Unauthorised use and/or abuse of telephones, Email and internet facilities which results in the irreparable breakdown of the employment relationship	Dismissal			
5.17	Failing and or neglecting to comply with any written or established policies/procedures/instructions	Written Warning	Final Written Warning	Dismissal	
5.18	Fails or refuse to comply with any lawful instruction	Written Warning	Final Written Warning	Dismissal	
5.19	Fighting in the workplace	Dismissal			
5.20	Forwarding offensive material or pornography to other employees, clients or suppliers	Final Written Warning	Dismissal		
5.21	Gross Insubordination	Dismissal			
5.22	Gross Negligence	Dismissal			
5.23	Adopting an insolent attitude towards any superior or employer	Final Written Warning	Dismissal		
5.24	Insulting, abusive, obscene or racial language, communication or behavior towards employer, co-employers or clients	Final Written Warning	Dismissal		

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No	Description	1st Offence	2nd Offence	3rd Offence	4th Offence
5.25	Intimidation and/or incitement of co-employees	Final Written Warning	Dismissal		
5	GENERAL				
5.26	Negligent or dangerous driving of a company vehicle	Dismissal			
5.27	Sexual Harassment	Dismissal			
5.28	Smoking in area not designated for smoking	Verbal Warning/ Counselling	Written Warning	Final Written Warning	Dismissal
5.29	Sleep while on duty	Verbal Warning/ Counselling	Written Warning	Final Written Warning	Dismissal
5.30	Use of dirty and insulting language	Verbal Warning/ Counselling	Written Warning	Final Written Warning	Dismissal
5.31	Failure to produce a medical certificate	Written Warning	Final Written Warning	Dismissal	
5.32	Fails to inform employer of absence and expected date of return	Verbal Warning/ Counselling	Written Warning	Final Written Warning	Dismissal
5.33	Failure to return for duty timeously after lunch and tea breaks	Verbal Warning/ Counselling	Written Warning	Final Written Warning	Dismissal
5.34	Failing to report for overtime duties	Written Warning	Final Written Warning	Dismissal	
5.35	Pretends to be ill to obtain exemption from duty	Verbal Warning/ Counselling	Written Warning	Final Written Warning	Dismissal
5.36	Revealing of confidential information to unauthorized persons	Final Written Warning	Dismissal		
6	OFFENCES RELATING TO DISHONESTY				
6.1	Submitting false documentation information or a CV during application for employment	Dismissal			
6.2	Submitting false information regarding previous misconduct or criminal offence	Dismissal			
6.3	Giving false evidence or making a false statement	Dismissal			
6.4	Sabotage	Dismissal			
6.5	Submitting false medical certificate	Final Written Warning	Dismissal		
6.6	Divulging confidential company information to a third party not entitled to know that information	Dismissal			

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6.7	Giving or receiving or attempting to give or receive a bribe in exchange for work or company or operation information	Dismissal			
No	Description	1st Offence	2nd Offence	3rd Offence	4th Offence
7	INDUSTRIAL ACTION				
7.1	Incitement to strike – inciting, encouraging, persuading to participate in unlawful industrial action	Dismissal			
7.2	Interfering with or disrupting other employee's work	Final Written Warning	Dismissal		
7.3	Intimidation – intimidating any employee to participate in industrial action in order to compel management to accede to a demand	Dismissal			
7.4	Participating in any unlawful collective industrial action	Dismissal			
7.5	Participating in political activities during working hours	Dismissal			
8	SAFETY RELATED				
8.1	Any conduct that constitutes or causes a hazard to the health and/or safety of the employee or other employees, or that leads to or may lead to damage or loss of company or client's property	Dismissal			
8.2	Causing injury to any employee or person through negligence or carelessness or wilfully disregarding safety practices/rules	Dismissal			
8.3	Deliberate violation of any safety rule	Dismissal			
8.4	Failing and or neglecting to keep tools, equipment or area of work in a proper tidy and safe condition	Written Warning	Final Written Warning	Dismissal	
8.5	Failing and or neglecting to observe safety rules and regulations (Minor)	Written Warning	Final Written Warning	Dismissal	
8.6	Failing and or neglecting to observe safety rules and regulations (Major)	Dismissal			
8.7	Not wearing required PPE's	Written Warning	Final Written Warning	Dismissal	
8.8	Possession of any dangerous weapon whilst on company premises	Dismissal			
8.9	Using a cellular phone whilst operating machinery and working on site and not outside in a	Verbal Warning/ Counselling	Written Warning	Final Written Warning	Dismissal

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	green/recreational/administration area				
No	Description	1 st Offence	2 nd Offence	3 rd Offence	4 th Offence
SAFETY RELATED					
8.10	Intentionally endangering of others safety	Final Written Warning	Dismissal		
8.11	Cellphones will not be allowed in any operational area	Written Warning	Final Written Warning	Dismissal	

SAMPLE CONTRACT