Contract of Employment

1. Parties and recitals

1.1 Parties. This Contract of Employment (the "Contract") is entered into between:

(a) **[Employer's full name: _____]**, registration number [Employer's registration number: _____], whose address is [Employer's full address: _____], represented by [Name of the employer's signatory: _____], [Title of the employer's signatory: _____], who is authorised to sign this Contract for it (the "Employer"); and

(b) **[Employee's full name: _____]**, identity or passport number [Employee's identity or passport number: _____], whose residential address is [Employee's residential address: _____] (the "Employee").

The Employer and the Employee are each a "Party" and together the "Parties".

1.2 Recitals. The Parties record that:

(a) the Employer carries on the business of [Employer's business: _____];

(b) the Employer wishes to employ the Employee, and the Employee wishes to be employed by the Employer, in the position and on the terms set out in this Contract; and

(c) the Parties intend this Contract, together with Schedule 1, to serve as the written particulars of employment that the Employer must supply to the Employee when the employment commences under section 29 of the Basic Conditions of Employment Act 75 of 1997.

1.3 Agreement. The Parties therefore agree as set out below.

2. Definitions and interpretation

2.1 Definitions. In this Contract, unless the context indicates otherwise:

(a) **"BCEA"** means the Basic Conditions of Employment Act 75 of 1997, as amended from time to time, and the regulations, determinations and notices issued under it;

(b) **"LRA"** means the Labour Relations Act 66 of 1995, as amended from time to time, and the codes of good practice issued under it, including the Code of Good Practice: Dismissal;

(c) **"EEA"** means the Employment Equity Act 55 of 1998;

(d) **"NMWA"** means the National Minimum Wage Act 9 of 2018 and the national minimum wage as adjusted under it from time to time;

(e) **"POPIA"** means the Protection of Personal Information Act 4 of 2013;

(f) **"Labour Laws"** means the BCEA, the LRA, the EEA, the NMWA, the Unemployment Insurance Act 63 of 2001, the Unemployment Insurance Contributions Act 4 of 2002, the Occupational Health and Safety Act 85 of 1993, the Compensation for Occupational Injuries and Diseases Act 130 of 1993, the Employment Services Act 4 of 2014, the Protected Disclosures Act, 2000 and every other law that regulates the employment, together with any sectoral determination, bargaining council agreement or collective agreement that binds the Parties;

(g) **"Commencement Date"** means the date set out in clause 3.1;

(h)

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

"Earnings Threshold" means the annual earnings threshold determined by the Minister of Employment and Labour under section 6(3) of the BCEA, as adjusted from time to time;

(i) **"Excluded Employee"** means an employee to whom the BCEA does not apply the rules on working time, overtime, rest periods, Sunday work or night work, because the employee is a senior managerial employee, a sales employee who travels to customers and regulates his or her own hours, or an employee who earns more than the Earnings Threshold;

(j) **"Policies"** means the written policies, procedures, codes and rules of the Employer that apply to the Employee and are listed in, or made available under, clause 40, as amended from time to time in accordance with clause 25.2;

(k) **"Remuneration"** means the total of the salary or wage and other payments the Employee receives or is entitled to receive for work, as set out in clause 13 and Schedule 2;

(l) **"Confidential Information"** has the meaning given in clause 28.1; and

(m) **"Schedules"** means Schedule 1 (Particulars of Employment), Schedule 2 (Remuneration, Benefits and Overtime Agreement) and Schedule 3 (Job Description and Restraint Particulars), which form part of this Contract.

2.2 Statutory minimums prevail. Each basic condition of employment in the BCEA forms part of this Contract unless a term of this Contract is more favourable to the Employee, or the BCEA allows the condition to be replaced, varied or excluded. If a term of this Contract gives the Employee less than the BCEA, the NMWA, a binding sectoral determination or a binding collective agreement requires, that term has no effect to the extent of the shortfall, and the statutory or collectively agreed minimum applies instead. A term of this Contract that is more favourable to the Employee applies instead of the minimum.

2.3 Interpretation. In this Contract:

(a) clause headings are for convenience only and do not affect interpretation;

(b) words in the singular include the plural and the reverse, and a reference to one gender includes every gender;

(c) a reference to a law includes that law as amended or replaced from time to time;

(d) "days" means calendar days and "business days" means days other than Saturdays, Sundays and public holidays in South Africa, unless the context requires otherwise;

(e) when a number of days is prescribed, it is calculated by excluding the first day and including the last day, unless the last day is not a business day, in which case the last day is the next business day; and

(f) no rule of interpretation applies against a Party because that Party drafted this Contract.

2.4 Order of precedence. If there is a conflict between this Contract, a Schedule and a Policy, the following order applies: first, any term more favourable to the Employee that the law requires to apply; then the body of this Contract; then the Schedules; and then the Policies.

3. Appointment, commencement and continuous service

3.1 Commencement. The Employer appoints the Employee, and the Employee accepts the appointment, with effect from **[Commencement date: _____]** (the "Commencement Date"). The employment begins on the Commencement Date even if this Contract is signed later.

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

3.2 Continuous service. The Employee's period of continuous employment with the Employer begins on the Commencement Date, unless clause 3.3 provides otherwise.

3.3 Previous service that counts. The following previous employment counts towards the Employee's period of continuous employment with the Employer, for all purposes, including notice periods, leave and severance pay: [Previous service that counts: _____].

3.4 Failure to commence. If the Employee does not report for work on the Commencement Date, or on a later date the Parties agree in writing, without a reasonable explanation, the Employer may treat the failure as a matter of conduct and deal with it under the disciplinary procedure in clause 25.

3.5 Particulars. The Employer supplies this Contract and Schedule 1 to the Employee on or before the Commencement Date. They record the written particulars of the employment, and the Employer will revise them when a particular changes, as clause 43 provides.

4. Duration of employment

4.1 Type of employment. The Employee is employed on the following basis: **[Permanent or fixed term: _____]**.

4.2 Permanent employment. If the employment is permanent, it continues for an indefinite period until it is ended in accordance with this Contract or the law, including on notice under clause 34, by dismissal under clause 35, or on retirement under clause 37.

4.3 Fixed-term employment. If the employment is for a fixed term:

(a) it ends on [Fixed-term end date: _____], or on the earlier completion of the project, task or event described here: [Project or event that ends a fixed term: _____];

(b) the reason the Employer offers a fixed term, rather than permanent employment, is: [Reason for the fixed term: _____];

(c) the Employer confirms that this reason is genuine and that the work is of limited or definite duration, or that another justifiable reason applies to the fixed term; and

(d) either Party may end the employment before the end date by giving notice under clause 34, and the Employer may also end it for a fair reason and after a fair procedure under clause 35.

4.4 Renewal and extension. Any offer to renew or extend a fixed term will be made in writing and will state the reason that justifies the renewal or extension. The Employer gives no undertaking, express or implied, that a fixed term will be renewed or extended, or that the Employee will be offered permanent employment, and nothing the Employer says or does will be taken as such an undertaking unless it is in writing and signed by the Employer's authorised representative. The Employee acknowledges that the law may treat a failure to renew, or a renewal on less favourable terms, as a dismissal where the Employee reasonably expected renewal or permanent employment.

4.5 Statutory protection. If the Employee earns less than the Earnings Threshold, the Employer will not conclude, renew or extend a fixed-term contract for longer than three months unless the work is of limited duration or the Employer can show another justifiable reason, except where the law excludes the Employer from this rule because of the number of its employees or the age of its business. A fixed-term contract concluded or renewed in breach of this rule is deemed to be of indefinite duration.

4.6 Expiry. When a fixed term ends, the Employer will pay all amounts due to the Employee under clause 38.

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

4.7 Fixed-term protections. If the Employee earns less than the Earnings Threshold and section 198B of the LRA applies to the Employer:

(a) if the fixed term lasts longer than three months, the Employer will not treat the Employee less favourably than a permanent employee who performs the same or similar work, unless there is a justifiable reason for the different treatment;

(b) the Employer will give the Employee the same access to opportunities to apply for vacancies as its permanent employees; and

(c) if the Employee is employed to work only on a specific project of limited or defined duration for longer than 24 months, the Employer will, subject to any applicable collective agreement, pay the Employee on expiry of the fixed term one week's remuneration for each completed year of the contract, calculated in accordance with the BCEA, unless before expiry the Employer offers the Employee employment, or procures employment for the Employee with another employer, that starts when the fixed term expires and is on the same or similar terms.

5. Conditions of appointment

5.1 Conditions of appointment. The appointment is made on the following conditions, which the Employee must meet on or before the Commencement Date, or within the period stated here: [Conditions of appointment: _____].

5.2 Right to work. If the Employee is not a South African citizen or permanent resident, the Employee must produce, before the Commencement Date, a valid work visa or permit issued under the Immigration Act that allows the Employee to do the work in this Contract for the Employer. The Employer will not employ the Employee before the Employee produces it. The Employee must keep the visa or permit valid, must tell the Employer immediately if it is refused, withdrawn or about to expire, and must give the Employer a copy of each renewal.

5.3 Qualifications and information. The Employee warrants that the qualifications, registrations, work history and other information the Employee gave the Employer during recruitment are true and complete. The Employee will give the Employer certified copies of the documents listed in Schedule 3 on request.

5.4 Background checks. The Employer may verify the Employee's qualifications and previous employment, and may carry out a criminal record check, a credit check or another background check, but only where the check is relevant to the inherent requirements of the position, the Employee has first been told what will be checked and why, and the Employee has given written consent where the law requires consent. Information about criminal behaviour, health or other special personal information will be processed only as POPIA allows and as clause 32 sets out.

5.5 No conflicting obligations. The Employee warrants that accepting this appointment and performing the duties will not breach any restraint of trade, confidentiality undertaking or other obligation the Employee owes to a former employer or any other person, and that the Employee will not bring to the Employer, or use in the work, any confidential information or property of a former employer.

5.6 Effect of an unmet condition. If a condition in clause 5.1 or 5.2 is not met, or if a warranty in clause 5.3 or 5.5 is materially untrue, the Employer may end the employment, but only after giving the Employee written details of the problem and a fair opportunity to respond, and only for a reason and by a procedure that is fair under the LRA.

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

6. Position, duties and reporting line

6.1 Position. The Employer employs the Employee as **[Job title: _____]**. A brief description of the work is in Schedule 3.

6.2 Reporting line. The Employee reports to the [Title of the person the employee reports to: _____], or to any other person the Employer reasonably designates in writing after consulting the Employee.

6.3 Duties. The Employee will:

(a) perform the duties in Schedule 3 and any other duties that are reasonable, lawful and consistent with the Employee's position, skills and experience;

(b) work diligently, honestly, in good faith and to the best of the Employee's ability;

(c) follow the lawful and reasonable instructions of the Employer and comply with the Policies;

(d) act in the best interests of the Employer and not place himself or herself in a position where the Employee's interests conflict with those of the Employer; and

(e) keep the Employer promptly informed of any matter relating to the work that the Employer would reasonably want to know.

6.4 Changes to duties. The Employer may make reasonable changes to the Employee's duties to meet its operational needs. A change that materially alters the nature or status of the position, or reduces the Remuneration, requires the Employee's written agreement.

6.5 Acting in another position. The Employer may ask the Employee to act temporarily in another position. If the acting position is more senior, the Parties will agree in writing on any acting allowance and on the expected duration before the acting appointment begins.

7. Place of work, travel and remote work

7.1 Place of work. The Employee's usual place of work is **[Usual place of work: _____]**.

7.2 Other places. The Employee may be required or permitted to work at the following other places: [Other places of work: _____]. The Employer will give the Employee reasonable notice of a requirement to work at another place, and will take the Employee's family responsibilities into account.

7.3 Relocation. The Employer will not require the Employee to relocate to a place of work that requires the Employee to change residence without the Employee's written agreement.

7.4 Travel. The Employee will travel within South Africa and, where the position requires it, outside South Africa, as reasonably needed to perform the duties. The Employer will pay or reimburse reasonable travel and accommodation costs in accordance with clause 17 and the Policies. Time spent travelling on the Employer's instructions during ordinary hours is working time.

7.5 Remote work. The following remote or hybrid work arrangement applies: [Remote or hybrid work arrangement: _____]. When working remotely, the Employee will keep the same standards of work, availability, confidentiality, health and safety and information security as at the usual place of work, will use the equipment and systems the Employer provides or approves, and will comply with the Employer's remote work Policy. The Employer may end or change a remote work arrangement on reasonable written notice for operational reasons, after consulting the Employee.

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

8. Probation

8.1 Probation. The first **[Probation period: _____]** of employment is a probationary period. The Employer has set this period in advance as a period that is reasonable for the nature of the position. The purpose of probation is to give the Employer an opportunity to evaluate the Employee's performance before confirming the appointment. Probation will not be used to deprive the Employee of the status of a permanent employee.

8.2 Evaluation and guidance. During probation the Employer will:

(a) tell the Employee what performance standard is required;

(b) evaluate the Employee's performance at reasonable intervals and tell the Employee the result;

(c) give the Employee reasonable evaluation, instruction, training, guidance or counselling to allow the Employee to meet the standard; and

(d) record each evaluation and the guidance given.

8.3 Extension. The Employer may extend the probationary period only for a reason that relates to the purpose of probation, for a period that is reasonable in the circumstances, and only after it has told the Employee why it proposes the extension, given the Employee an opportunity to make representations, and considered those representations. Any extension will be in writing.

8.4 Dismissal during or at the end of probation. The Employer may dismiss the Employee for poor performance during or at the end of probation only if the Employee has failed to meet the required standard after the evaluation and guidance in clause 8.2, and only after it has given the Employee an opportunity to make representations, which may be made with the assistance of a fellow employee or a trade union representative, and considered them. The Employee keeps the right not to be unfairly dismissed during probation.

8.5 Confirmation. If the Employer does not extend probation or dismiss the Employee before the end of the probationary period, the appointment is confirmed. The Employer will confirm the appointment in writing.

8.6 Other matters during probation. Probation does not affect any other right in this Contract, including leave, notice and the disciplinary procedure for misconduct.

9. Ordinary hours, meal intervals and rest periods

9.1 Ordinary hours. The Employee's ordinary hours of work are **[Ordinary hours of work: _____]**, worked on [Days of work: _____].

9.2 Statutory maximum. Unless the Employee is an Excluded Employee, the Employer will not require or permit the Employee to work more than 45 ordinary hours in any week, nine ordinary hours on any day if the Employee works five days or fewer a week, or eight ordinary hours on any day if the Employee works on more than five days a week.

9.3 Minimum payment for short days. Unless the Employee is an Excluded Employee, if the Employee works for less than four hours on any day, the Employer will pay the Employee for four hours of work on that day.

9.4 Meal interval. If the Employee works continuously for more than five hours, the Employee is entitled to a meal interval of at least one continuous hour. The Parties may agree in writing to reduce the meal interval to not less than 30 minutes. The meal interval is: [Meal interval:

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

_____]. During a meal interval the Employee may be required or permitted to perform only duties that cannot be left unattended and cannot be performed by another employee. The Employer will pay the Employee for a meal interval in which the Employee is required to work or to be available for work, and for any part of a meal interval longer than 75 minutes, unless the Employee lives on the premises at which the workplace is situated.

9.5 Rest periods. Unless the Employee is an Excluded Employee, the Employee is entitled to a daily rest period of at least 12 consecutive hours between ending and starting work, and a weekly rest period of at least 36 consecutive hours, which includes Sunday unless the Parties agree otherwise.

9.6 Excluded Employees. If the Employee is an Excluded Employee, the statutory rules on working time in clauses 9.2, 9.3 and 9.5 apply only to the extent the BCEA applies them. The Employee will then work the hours that are reasonably needed to perform the duties properly, the Remuneration is full compensation for all hours worked, and the Employer will still arrange the hours with due regard to the Employee's health, safety and family responsibilities.

9.7 Arrangement of working time. The Employer will arrange the Employee's working time with due regard to the health and safety of the Employee and to the Employee's family responsibilities. The Employer may change the starting and finishing times of the ordinary hours for operational reasons after consulting the Employee and giving reasonable notice, without increasing the total ordinary hours.

9.8 Timekeeping. The Employee will record working time, overtime and absences in the manner the Employer reasonably requires. The Employer keeps these records as clause 43 provides.

10. Overtime

10.1 Overtime only by agreement. The Employer will not require or permit the Employee to work overtime except in accordance with an agreement between the Parties. The overtime agreement made when this Contract is signed is in Schedule 2.

10.2 Limits. Unless the Employee is an Excluded Employee, the Employer will not require or permit the Employee to work more than ten hours of overtime in any week, and no overtime agreement will require or permit the Employee to work more than 12 hours on any day, including overtime.

10.3 Overtime pay. Unless the Employee is an Excluded Employee, the Employer will pay the Employee for overtime worked at least one and one-half times the Employee's wage for each hour of overtime.

10.4 Time off instead of overtime pay. The Parties may agree, in Schedule 2 or later, that instead of payment under clause 10.3 the Employer will either pay the Employee the ordinary wage for each hour of overtime worked and grant the Employee at least 30 minutes' time off on full pay for every hour of overtime worked, or grant the Employee at least 90 minutes' paid time off for each hour of overtime worked. The Employer will grant this paid time off within one month after the Employee becomes entitled to it, or within a longer period of up to 12 months if the Parties agree in writing.

10.5 Lapse of the commencement agreement. Because the overtime agreement in Schedule 2 is made when the employment commences, it lapses one year after the Commencement Date. After that, overtime may be worked only under a renewed or new agreement. An agreement made within the first three months of employment lapses in the same way one year after it is made.

10.6 Authorisation. The Employee will work overtime only when the Supervisor has authorised it in advance, except in an emergency where prior authorisation cannot reasonably be obtained, in which case the Employee will report the overtime as soon as possible.

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

10.7 Excluded Employees. If the Employee is an Excluded Employee, the Remuneration includes compensation for all hours the Employee reasonably needs to work, and clauses 10.2 to 10.5 apply only to the extent the BCEA applies them.

11. Compressed working week, shift and night work

11.1 Compressed working week. The Parties may agree in writing that the Employee works up to 12 hours on a day, including meal intervals, without receiving overtime pay for those hours. Such an agreement may not require or permit the Employee to work more than 45 ordinary hours in any week, or on more than five days in any week.

11.2 Shift work. The Employee's shift arrangements, if any, are: [Shift arrangements: _____]. The Employer will publish shift rosters at least seven days in advance where reasonably possible, and will consult the Employee before making a material change to a published roster.

11.3 Night work. Night work means work performed after 18:00 and before 06:00 the next day. Unless the Employee is an Excluded Employee, the Employer will require or permit the Employee to perform night work only if:

(a) the Employee has agreed to it in writing;

(b) the Employee is compensated by the payment of an allowance or by a reduction of working hours, as follows: [Night work allowance or reduced hours: _____]; and

(c) transportation is available between the Employee's place of residence and the workplace at the beginning and end of the Employee's shift.

11.4 Health and family considerations. In arranging shifts and night work the Employer will have regard to the Employee's health, safety and family responsibilities, and will consider in good faith a request by the Employee to move from night work to day work for a reason relating to health or family responsibilities.

11.5 Regular late-night work. This clause applies whether or not the Employee is an Excluded Employee. If the Employer requires the Employee to work for longer than one hour after 23:00 and before 06:00 the next day at least five times a month or 50 times a year, the Employer will:

(a) inform the Employee in writing, or orally in a language the Employee understands if the Employee cannot understand a written communication, of any health and safety hazards linked to that work and of the Employee's right to a medical examination under paragraph (b);

(b) at the Employee's request, arrange for the Employee to undergo a medical examination about those hazards, at the Employer's cost, before the Employee starts that work or within a reasonable period after starting it, and at appropriate intervals while the Employee continues to do that work; and

(c) move the Employee to suitable day work within a reasonable time if the Employee suffers from a health condition linked to the performance of night work and the move is practicable for the Employer.

12. Sunday work and public holidays

12.1 Sunday work. Unless the Employee is an Excluded Employee, if the Employee works on a Sunday the Employer will pay the Employee double the Employee's wage for each hour worked on that Sunday. If the Employee ordinarily works on a Sunday, the Employer will pay one and one-half times the Employee's wage for each hour worked on that Sunday. If the Employee works less than the

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

ordinary shift on a Sunday and the pay due under this clause is less than the Employee's ordinary daily wage, the Employer will pay the ordinary daily wage. The Parties may agree that the Employer grants paid time off instead, to the extent the BCEA allows.

12.2 Public holidays. The Employer will not require the Employee to work on a public holiday except in accordance with an agreement between the Parties. Public holidays are the days declared as public holidays in South Africa.

12.3 Pay for public holidays. If a public holiday falls on a day on which the Employee would ordinarily work, the Employer will pay the Employee at least the wage for that day if the Employee does not work. If the Employee works on that public holiday, the Employer will pay the Employee at least double the wage for that day or, if it is greater, the wage for that day plus the amount the Employee earned for the time worked on that day. If the Employee works on a public holiday on which the Employee would not ordinarily work, the Employer will pay the Employee the ordinary daily wage plus the amount earned for the work performed that day. Pay for a public holiday is paid on the usual pay day.

12.4 Excluded Employees. If the Employee is an Excluded Employee, clause 12.1 applies only to the extent the BCEA applies it to the Employee, and the Employee will receive any public holiday entitlement the BCEA gives all employees.

13. Remuneration, pay day and payslips

13.1 Salary or wage. The Employer will pay the Employee a salary or wage of **[Salary or wage: _____]** (gross, before deductions), calculated as follows: [How the salary or wage is calculated: _____].

13.2 National minimum wage. The amount the Employer pays the Employee for each ordinary hour worked will never be less than the national minimum wage that applies at the time under the NMWA, or any higher minimum in a sectoral determination or collective agreement that binds the Employer. In calculating whether the Employee receives at least the national minimum wage, the Employer will count only the amount paid in money for ordinary hours of work, and will not count any allowance (such as a transport, tool or food allowance), any payment in kind (such as board or accommodation), any tip, bonus or gift, or any payment for expenses. The Employee cannot waive the right to the national minimum wage, and this right overrides any term of this Contract that provides otherwise.

13.3 Pay frequency and pay day. The Employer will pay the Remuneration [Pay frequency: _____], on [Pay day: _____]. If the pay day is not a business day, the Employer will pay on the last business day before it.

13.4 Method of payment. The Employer will pay the Remuneration in South African currency by electronic transfer into a bank account in the Employee's name that the Employee nominates in writing. The Employer will pay the Remuneration no later than seven days after the end of the period for which it is payable, and no later than seven days after this Contract ends.

13.5 Payslips. Each time the Employer pays the Employee, it will give the Employee written information, in printed or electronic form, showing at least:

(a) the Employer's name and address;

(b) the Employee's name and occupation;

(c) the period for which the payment is made;

(d) the total Remuneration, and, where relevant, the rate of pay and the overtime rate, the number of

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

ordinary hours and overtime hours worked, and the number of hours worked on a Sunday or public holiday;

(e) each deduction made and the reason for it;

(f) the actual amount paid to the Employee; and

(g) where a contract or agreement provides for a payment in kind, its value.

13.6 Overpayment. If the Employer pays the Employee more than is due, the Employer will tell the Employee in writing. The Parties will agree in writing on how the overpayment is repaid, and the Employer will recover it by deduction only with the Employee's written consent or as clause 16 otherwise allows.

13.7 Queries. The Employee will raise any query about a payslip with the payroll function within a reasonable time. The Employer will investigate the query and correct any error in the next pay run at the latest.

14. Salary review, bonus and incentives

14.1 Salary review. The Employer will review the Employee's salary or wage annually in [Salary review month: _____]. A review takes into account the Employee's performance, the Employer's financial position, market conditions and inflation. A review does not oblige the Employer to increase the salary or wage, except to the extent a law, sectoral determination or collective agreement requires an increase. A review will never reduce the salary or wage without the Employee's written agreement.

14.2 Bonus. The following bonus terms apply: [Bonus or thirteenth cheque: _____]. Unless those terms state that a bonus is guaranteed or contractual:

(a) any bonus is discretionary, and the Employer decides whether to pay it and its amount, acting rationally, consistently and in good faith;

(b) the payment of a bonus in one year does not create a right to a bonus in any later year; and

(c) the Employer will tell the Employee in writing of the criteria it will apply, at the start of the relevant period where reasonably possible.

14.3 Commission and incentives. The following commission or incentive scheme applies: [Commission or incentive scheme: _____]. The scheme rules, if any, are a Policy. The Employer will give the Employee a written statement showing how each commission or incentive payment was calculated.

14.4 Thirteenth cheque. If Schedule 2 provides for an annual bonus equal to a month's salary (a "thirteenth cheque"), it is contractual, is paid in the month stated in Schedule 2, and is paid pro rata if the Employee was employed for only part of the year, unless Schedule 2 states otherwise.

14.5 Effect of notice. The rules of any discretionary bonus or incentive scheme may provide that an employee who is serving notice, or whose employment has ended, does not qualify, but no such rule will apply to a guaranteed or contractual payment that has already been earned.

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

15. Benefits and payment in kind

15.1 Retirement fund. The Employee will become a member of the following retirement fund, subject to its rules: [Retirement fund: _____]. The contributions of the Employer and the Employee are set out in Schedule 2.

15.2 Medical aid. The following medical aid arrangement applies: [Medical aid: _____]. Membership of a medical scheme is subject to the rules of the scheme.

15.3 Allowances. The Employer will pay the Employee the following allowances: [Allowances: _____]. Allowances are not counted towards the national minimum wage.

15.4 Payment in kind. The Employer will provide the Employee with the following payment in kind, with the value stated: [Payment in kind and its value: _____]. Payment in kind is not counted towards the national minimum wage.

15.5 Changes to benefits. The rules of a retirement fund, medical scheme, group life or disability scheme govern the benefits under it. The Employer will not reduce the Employer's contribution to a benefit, or withdraw a benefit, without the Employee's written agreement, unless the change is required by law or by the rules of the fund or scheme, and the Employer has consulted the Employee in advance.

15.6 Tax. Benefits and allowances are subject to employees' tax as the Income Tax Act 58 of 1962 requires, and the Employer will reflect them on the Employee's payslip and tax certificate.

16. Deductions and statutory contributions

16.1 Statutory deductions. The Employer will deduct from the Employee's Remuneration:

(a) employees' tax (PAYE), which the Employer will pay to the South African Revenue Service as the Income Tax Act 58 of 1962 requires;

(b) the Employee's contribution to the Unemployment Insurance Fund of 1% of the Employee's earnings, to which the Employer will add its own contribution of 1%, and the Employer will pay both to the Unemployment Insurance Fund or the South African Revenue Service, as the law requires, by the 7th day of the following month; and

(c) any other amount that a law, collective agreement, court order or arbitration award requires or permits the Employer to deduct.

16.2 Agreed deductions. The Employee agrees in writing, by signing this Contract, to the following deductions for the specified debts and purposes listed: [Agreed deductions: _____]. The Employee's contributions to the retirement fund and medical scheme in Schedule 2 are agreed deductions.

16.3 No other deductions. The Employer will make no other deduction from the Employee's Remuneration unless the Employee has agreed in writing to the deduction in respect of a specified debt, or a law, collective agreement, court order or arbitration award requires or permits it.

16.4 Loss or damage. A deduction to reimburse the Employer for loss or damage will be made only if:

(a) the loss or damage occurred in the course of the employment and was due to the Employee's fault;

(b) the Employer has followed a fair procedure and has given the Employee a reasonable opportunity to show why the deduction should not be made;

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

(c) the total amount of the debt does not exceed the actual amount of the loss or damage;

(d) the Employee has agreed in writing to the deduction; and

(e) the total of the deductions from any payment of Remuneration does not exceed one quarter of the Employee's Remuneration in money.

16.5 No payment for employment. The Employer will not require or accept any payment from the Employee, or from any person on the Employee's behalf, in exchange for the Employee's appointment or for the allocation of work. The Employer will not require the Employee to buy any goods, services or products from the Employer, or from any business or person the Employer nominates.

16.6 Registration. The Employer confirms that it is registered, or will register within the time the law allows, as an employer with the South African Revenue Service for employees' tax and with the Unemployment Insurance Fund, and with the Compensation Commissioner as clause 23 sets out.

17. Business expenses, tools and equipment

17.1 Reimbursement. The Employer will reimburse the Employee for reasonable travel, accommodation, subsistence and other expenses that the Employee properly incurs in performing the duties, if the Employee:

(a) obtains the Supervisor's prior approval for any single expense of more than [Expense amount that needs prior approval: _____];

(b) submits a claim with valid tax invoices or receipts within 30 days after the expense is incurred; and

(c) complies with the Employer's expenses and travel Policy.

17.2 Tools and equipment. The Employer will provide, at its own cost, the tools, equipment, uniform, protective clothing and systems that the Employee reasonably needs to perform the duties, including the following: [Tools and equipment provided: _____]. The Employer will not require the Employee to buy tools, equipment or uniforms from the Employer or from a supplier it nominates.

17.3 Use and care. The Employee will use the Employer's tools and equipment only for the Employer's business, except for reasonable personal use the Policies allow, will take reasonable care of them, and will report any loss, theft or damage immediately. Any deduction for loss or damage is subject to clause 16.4.

17.4 Advances. Any advance the Employer pays towards expenses must be accounted for with receipts within 30 days. The Employer may recover an unspent or unaccounted advance only with the Employee's written consent to the specific deduction, or as clause 16 otherwise allows.

18. Annual leave

18.1 Entitlement. The Employee is entitled to **[Annual leave: _____]** of annual leave on full Remuneration in each annual leave cycle, which is not less than 21 consecutive days' annual leave on full Remuneration. The Parties may instead agree in writing that the Employee receives one day of annual leave on full Remuneration for every 17 days on which the Employee worked or was entitled to be paid. An annual leave cycle is each period of 12 months of employment, starting on the Commencement Date.

18.2 When leave is taken. The Employee will take annual leave at times agreed with the Employer.

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

The Employee will apply for leave in the manner the Policies require and with reasonable notice. If the Parties cannot agree, the Employer may decide when the Employee takes leave, with reasonable notice.

18.3 Leave must be granted. The Employer will grant the Employee's annual leave no later than six months after the end of the annual leave cycle in which it accrued. The Employer will not require the Employee to forfeit leave that the Employer did not allow the Employee to take.

18.4 No pay instead of leave. The Employer will not pay the Employee instead of granting annual leave, except on termination of employment, when clause 38 applies.

18.5 Leave not during other leave or notice. The Employer will not require or permit the Employee to take annual leave during any other period of leave to which the Employee is entitled under the BCEA, such as sick leave, family responsibility leave or parental leave, or during any period of notice of termination of employment.

18.6 Leave pay. The Employer will pay the Employee's leave pay before the beginning of the period of leave or, by agreement, on the Employee's usual pay day.

18.7 Public holidays during leave. A public holiday that falls on a day the Employee would ordinarily work during a period of annual leave is not counted as a day of annual leave, and the leave is extended by that day.

18.8 Additional leave. Any annual leave that the Employer grants above the statutory minimum may be subject to the rules in the leave Policy about when it must be taken, and the Policy may provide that additional leave not taken within a stated period lapses, provided the Employee had a fair opportunity to take it.

19. Sick leave and medical certificates

19.1 Entitlement. In each sick leave cycle of 36 months of employment, starting on the Commencement Date, the Employee is entitled to paid sick leave equal to the number of days the Employee would normally work during a period of six weeks.

19.2 First six months. During the first six months of employment, the Employee is entitled to one day's paid sick leave for every 26 days worked. Any sick leave the Employee takes during the first six months is deducted from the entitlement in clause 19.1 for the first sick leave cycle.

19.3 Notification. If the Employee is unable to work because of illness or injury, the Employee will notify the Supervisor, or another person the Employer designates, as early as possible on the first day of absence, and will keep the Employer informed of the expected date of return.

19.4 Medical certificate. The Employer may require the Employee to produce a medical certificate before paying for sick leave if the Employee is absent from work for more than two consecutive days, or on more than two occasions during an eight-week period. The certificate must be issued by a medical practitioner or another person who is certified to diagnose and treat patients and registered with a professional council, and must state that the Employee was unable to work because of illness or injury. If the Employee does not produce a certificate when it is required, the Employer may treat the absence as unpaid.

19.5 Health information. The Employer will use the health information it receives in connection with sick leave only to administer sick leave, to support the Employee and to manage incapacity, will keep it confidential and secure, and will share it within the Employer only with persons who need it for those purposes, as clause 32 provides.

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

19.6 Injury on duty. Absence because of an occupational injury or disease is dealt with under clause 23 and the Compensation for Occupational Injuries and Diseases Act 130 of 1993, in addition to this clause.

19.7 Extended illness. If the Employee has used the full paid sick leave entitlement, any further absence because of illness is unpaid unless the Employer agrees otherwise, and the Employer will deal with a long or frequent absence under clause 26.

20. Family responsibility leave

20.1 Entitlement. If the Employee has been employed by the Employer for longer than four months and works on at least four days a week, the Employee is entitled, on request, to three days' paid family responsibility leave in each annual leave cycle.

20.2 When it applies. The Employee may take family responsibility leave when the Employee's child is sick, or in the event of the death of a relative listed in section 27(2) of the BCEA. The birth of the Employee's child is covered by parental leave under clause 21, not by family responsibility leave.

20.3 Use and proof. The Employee may take family responsibility leave for a whole day or a part of a day. Before paying for family responsibility leave, the Employer may require reasonable proof of the event for which the leave was requested, such as a medical certificate for a sick child or a death certificate.

20.4 No carry-over. Unused family responsibility leave lapses at the end of the annual leave cycle in which it accrues and is not paid out on termination.

21. Parental leave

21.1 Entitlement. The Employee is entitled to parental leave, including in connection with the birth of a child, the adoption of a child or a surrogate motherhood agreement, as provided in sections 25 to 25C of the BCEA as read with the order of the Constitutional Court in Van Wyk and Others v Minister of Employment and Labour [2025] ZACC 20, and any law that replaces them. At the date of this Contract, this means that:

(a) if the Employee is a single parent, or the only parent of the child who is employed, the Employee is entitled to at least four consecutive months' parental leave;

(b) if both parents of the child are employed, they are together entitled to four months and ten days' parental leave in total, taken as they agree between themselves; and

(c) a parent who gives birth may not work for six weeks after the birth of the child, unless a medical practitioner or midwife certifies that she is fit to do so.

21.2 Notice. The Employee will notify the Employer in writing of the date on which the Employee intends to begin parental leave and the date on which the Employee intends to return to work. The Employee will give this notice at least four weeks before beginning the leave or, if that is not reasonably practicable, as soon as is reasonably practicable. If the parents share the leave, the Employee will tell the Employer how the leave will be shared.

21.3 Pay during parental leave. The Employer is not required by the BCEA to pay the Employee during parental leave, and the Employee may claim benefits from the Unemployment Insurance Fund under the Unemployment Insurance Act 63 of 2001. The following parental leave pay, if any, applies under this Contract or the Policies: [Parental leave pay: _____]. The Employer will give the Employee the documents the Employee needs to claim benefits from the Unemployment

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

Insurance Fund.

21.4 Pregnancy and protection. The Employer will not dismiss the Employee, or treat the Employee less favourably, because of the Employee's pregnancy, intended pregnancy or any reason related to pregnancy. The Employer will take reasonable steps to protect the health and safety of a pregnant or breastfeeding Employee, including by considering alternative suitable work where the Employee's normal work poses a danger to her health or that of her child.

21.5 Return to work. At the end of parental leave the Employee is entitled to return to the same position or, if that is not reasonably practicable, to a suitable position on terms no less favourable than before the leave. Continuous service is not interrupted by parental leave.

21.6 Future changes. If Parliament amends the parental leave provisions of the BCEA, the amended provisions will apply to the Employee from the date they take effect, and the Employer will update Schedule 1 accordingly.

22. Unpaid and special leave

22.1 Unpaid leave. The Employer may, in its discretion and on written application, grant the Employee unpaid leave for a period agreed in writing. The Employer will consider each application fairly and consistently, having regard to the reason for it and to the Employer's operational needs.

22.2 Special leave. The Employer may grant the following special leave, on the terms set out in the Policies: [Special leave: _____].

22.3 Effect of unpaid leave. During unpaid leave the Employee receives no Remuneration for the period of leave. Unless the law or the rules of the relevant fund or scheme provide otherwise, the Parties will agree in writing, before the leave starts, how the Employee's contributions to the retirement fund and medical scheme will be paid during the leave.

22.4 Unauthorised absence. Absence from work without permission or a valid reason is unpaid, and the Employer may deal with it as misconduct under clause 25. If the Employee is absent without contact for a prolonged period, the Employer will make reasonable attempts to contact the Employee before taking any decision.

23. Health and safety and injury on duty

23.1 Employer's duty. The Employer will provide and maintain, as far as is reasonably practicable, a working environment that is safe and without risk to the health of the Employee, including the provision of the information, instruction, training, supervision and protective equipment needed for the Employee to work safely.

23.2 Employee's duty. The Employee will take reasonable care for his or her own health and safety and that of other persons who may be affected by the Employee's acts or omissions, will comply with the Employer's lawful health and safety rules and instructions, will use the protective equipment provided, and will report any unsafe or unhealthy situation, incident or injury to the Supervisor or the health and safety representative as soon as practicable.

23.3 Compensation for injury on duty. The Employer confirms that it is registered with the Compensation Commissioner under the Compensation for Occupational Injuries and Diseases Act 130 of 1993. If the Employee is injured at work, or contracts an occupational disease, the Employee will report it immediately, and the Employer will report the injury or disease and assist the Employee to claim compensation under that Act.

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

23.4 Substance use. The Employee will not report for work, or work, under the influence of alcohol or any drug that impairs the Employee's ability to work safely. A medically prescribed medicine that may affect the Employee's safety at work must be disclosed to the Supervisor. The Employer may test for alcohol or drugs only in accordance with a written Policy that is fair, reasonable and applied consistently.

24. Equality, harassment and freedom of association

24.1 No unfair discrimination. The Employer will not unfairly discriminate, directly or indirectly, against the Employee in any employment policy or practice, on one or more grounds, including race, gender, sex, pregnancy, marital status, family responsibility, ethnic or social origin, colour, sexual orientation, age, disability, religion, HIV status, conscience, belief, political opinion, culture, language, birth or any other arbitrary ground.

24.2 Harassment. Harassment of an employee is a form of unfair discrimination and is prohibited. The Employee will not harass any employee, customer, supplier or other person in the course of the employment. The Employer will take reasonable steps to prevent harassment, including sexual harassment, and to deal with any complaint promptly, confidentially and in accordance with its harassment Policy.

24.3 Equal pay. The Employer will not pay the Employee less than another employee doing the same or substantially the same work, or work of equal value, for a reason that amounts to unfair discrimination.

24.4 Reasonable accommodation. The Employer will consider in good faith any request by the Employee for reasonable accommodation relating to disability, religion or family responsibilities, and will not refuse it without a fair reason.

24.5 Freedom of association. The Employee has the right to form and join a trade union and to participate in its lawful activities. The Employer will not prejudice the Employee for exercising this right or for refusing to join a trade union.

24.6 Complaints. The Employee may raise a complaint of discrimination or harassment through the grievance procedure in clause 25 or directly with [Grievance and complaints contact: _____]. The Employer will not victimise the Employee, or any witness, for raising a complaint in good faith.

25. Policies, disciplinary code and grievance procedure

25.1 Policies. The Employee will comply with the Policies, including the Employer's disciplinary code and procedure, known as [Name of the disciplinary code: _____], and its grievance procedure. The Policies in force on the Commencement Date are listed in clause 40.

25.2 Changes to Policies. The Employer may introduce, amend or withdraw a Policy for legitimate operational reasons, after consulting the Employee or the Employee's representatives where the change affects the Employee materially. No Policy may reduce a right in this Contract or under a Labour Law without the Employee's agreement. Except for a Policy that this Contract expressly says is contractual, a Policy does not form part of this Contract.

25.3 Corrective discipline. Discipline aims to correct the Employee's conduct through a system of graduated measures, such as counselling, a verbal warning, a written warning and a final written warning. Dismissal is reserved for serious misconduct, or for repeated misconduct after the Employee has been warned. The disciplinary code sets out examples of misconduct and of appropriate

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

sanctions, but each case will be judged on its own facts.

25.4 Disciplinary procedure. Before deciding to dismiss the Employee for misconduct, the Employer will:

(a) conduct an investigation to determine whether there are grounds for dismissal;

(b) notify the Employee of the allegations, preferably in writing, in a form and language the Employee can reasonably understand;

(c) give the Employee a reasonable time to prepare a response;

(d) allow the Employee to be assisted by a fellow employee or a trade union representative of the Employee's choice;

(e) give the Employee an opportunity to state a case in response to the allegations; and

(f) after the enquiry, tell the Employee of the decision and, if the decision is to dismiss, the reason for it and the Employee's right to refer a dispute under clause 39.

25.5 Suspension. The Employer may suspend the Employee on full Remuneration as a precautionary measure, pending an investigation or disciplinary enquiry, if there is a justifiable reason to believe that the Employee has committed serious misconduct and the Employee's presence at work could jeopardise the investigation or put persons or property at risk. Before suspending, the Employer will tell the Employee why it is considering suspension and will give the Employee an opportunity to respond. A precautionary suspension will be as short as reasonably possible, and the Employer will tell the Employee in writing of its reason and expected length. A suspension without Remuneration may be imposed only as a disciplinary sanction after a fair enquiry, with the Employee's agreement, or as an alternative to dismissal. An unfair suspension is an unfair labour practice.

25.6 Records. The Employer will keep records of each disciplinary transgression by the Employee, the action taken and the reasons for it. A written warning remains valid for the period stated in the disciplinary code.

25.7 Grievances. If the Employee has a grievance about the employment, the Employee will first raise it with the Supervisor, verbally or in writing. If it is not resolved within five business days, or if it concerns the Supervisor, the Employee may raise it in writing with [Grievance and complaints contact: _____], who will meet the Employee, investigate and give a written response within a reasonable time. The Employee may be assisted by a fellow employee or trade union representative at any grievance meeting. Raising a grievance in good faith will not count against the Employee.

26. Performance management and incapacity

26.1 Performance standards. The Employer will tell the Employee what performance standards and objectives apply to the position and will review the Employee's performance at least once a year in accordance with its performance management Policy.

26.2 Poor performance after probation. If, after probation, the Employer believes that the Employee is not performing to the required standard, it will, before considering dismissal:

(a) evaluate the Employee's performance and tell the Employee in what respects the Employee is failing to meet the required standard;

(b) give the Employee appropriate evaluation, instruction, training, guidance or counselling; and

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

(c) give the Employee a reasonable period of time to improve, with regular feedback during that period.

26.3 Dismissal for poor performance. The Employer may dismiss the Employee for poor work performance only if the Employee continues to fail to meet the required standard after the steps in clause 26.2, and only after it has given the Employee an opportunity to make representations, with the assistance of a fellow employee or trade union representative, and has considered them, and has considered alternatives to dismissal.

26.4 Incapacity through ill health or injury. If the Employee is absent for an extended period, or repeatedly, because of ill health or injury, or is unable to perform the work for that reason, the Employer will investigate the extent and likely duration of the incapacity and will consider alternatives short of dismissal before deciding whether to dismiss, including adapting the Employee's duties or work circumstances, or offering alternative work. The Employee will co-operate in the investigation, including by providing medical information the Employer reasonably needs, which the Employer will process in accordance with clause 32. The Employee may be assisted by a fellow employee or trade union representative and will be given an opportunity to make representations.

26.5 Incapacity caused by injury at work. If the incapacity results from an injury at work or an occupational disease, the Employer will make particular efforts to accommodate the Employee.

27. Exclusive service, outside work and conflicts of interest

27.1 Exclusive service. During ordinary hours the Employee will devote the whole of his or her working time and attention to the business of the Employer.

27.2 Outside work. The Employee will not, during the employment, be employed by, or render services to, any other person, or carry on any business, whether paid or unpaid, without the Employer's prior written consent, if that work or business:

(a) competes with the business of the Employer;

(b) interferes with the Employee's ability to perform the duties properly, or with the rest periods in clause 9; or

(c) creates a conflict of interest.

The Employer will not refuse consent unreasonably. This clause does not restrict the Employee's reasonable private activities, voluntary community work or passive investments in listed companies.

27.3 Conflicts of interest. The Employee will disclose to the Employer in writing, as soon as the Employee becomes aware of it, any direct or indirect interest the Employee or a family member has in a business that deals with or competes with the Employer, and any other circumstance that creates, or could reasonably be seen to create, a conflict between the Employee's personal interests and the Employee's duties.

27.4 Gifts. The Employee will not accept any gift, hospitality, commission or other benefit from a person who deals with the Employer, except as the Employer's gifts Policy allows, and will declare any benefit offered in accordance with that Policy.

27.5 Anti-corruption. The Employee will not offer, give, request or accept any bribe or improper benefit in connection with the Employer's business, and will report any request for or offer of such a benefit to the Employer.

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

28. Confidential information

28.1 Meaning of Confidential Information. "Confidential Information" means all information, in any form, that relates to the business of the Employer or of any company in its group, that is not in the public domain and that the Employee obtains or has access to because of the employment, including trade secrets, customer and supplier lists and details, pricing, tenders, financial information, business plans and strategies, marketing information, know-how, methods, processes, software, source code, databases, research, and the personal information of employees, customers and other persons.

28.2 Exclusions. Confidential Information does not include information that:

(a) is or becomes publicly available, other than through a breach of this Contract by the Employee;

(b) the Employee can show was lawfully known to the Employee before the employment, without an obligation of confidence; or

(c) forms part of the Employee's general skill, knowledge and experience.

28.3 Obligations. During the employment and after it ends, the Employee will:

(a) keep the Confidential Information confidential;

(b) use the Confidential Information only to perform the duties for the Employer;

(c) not disclose the Confidential Information to any person, except to employees and advisers of the Employer who need to know it for the Employer's business, or with the Employer's prior written consent; and

(d) take reasonable precautions to prevent the unauthorised use, disclosure or loss of the Confidential Information, and comply with the Employer's information security Policies.

28.4 Disclosures the law requires or allows. Nothing in this clause prevents the Employee from disclosing information:

(a) that a law, court order or regulatory authority requires the Employee to disclose, provided that the Employee, where lawful, gives the Employer prompt written notice so that it may seek protection;

(b) in a protected disclosure, as clause 29 provides;

(c) to the Commission for Conciliation, Mediation and Arbitration, a bargaining council, the Labour Court, the South African Police Service or any other regulator, in order to report a suspected offence, enforce a right under a Labour Law or take part in proceedings; or

(d) to the Employee's legal adviser or trade union representative for the purpose of obtaining advice or representation.

28.5 Duration. The obligations in this clause continue after the employment ends for as long as the information remains confidential.

29. Protected disclosures

29.1 Right to make protected disclosures. The Employee may make a protected disclosure, as defined in the Protected Disclosures Act, 2000, to the persons and in the manner that Act allows. Nothing in this Contract or in any Policy limits that right.

29.2 Gagging clauses void. Any term of this Contract, of a Policy or of any other agreement between

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

the Employer and the Employee is void to the extent that it purports to exclude any provision of the Protected Disclosures Act, or to stop or discourage the Employee from making a protected disclosure. Clause 28 and clause 31 are subject to this clause.

29.3 No occupational detriment. The Employer will not subject the Employee to any occupational detriment, including disciplinary action, dismissal, suspension, demotion, harassment, intimidation, a transfer against the Employee's will, the refusal of a reference or a threat of any of these, on account, or partly on account, of the Employee having made a protected disclosure.

29.4 Internal reporting. The Employer encourages the Employee to report concerns internally first, in accordance with its whistleblowing Policy, to [Internal whistleblowing contact: _____]. The Employer will treat every report confidentially to the extent possible, will investigate it and will tell the Employee the outcome where appropriate. Nothing in this clause limits the persons to whom the Employee may make a protected disclosure under the Protected Disclosures Act.

30. Intellectual property

30.1 Copyright. The Employer owns the copyright in every work, including software, documents, designs, drawings, databases, photographs and other material, that the Employee makes in the course of the employment under this Contract.

30.2 Assignment of other intellectual property. To the extent the law does not vest ownership in the Employer automatically, the Employee assigns and cedes to the Employer, with effect from creation, all rights in any invention, patent, design, trade mark, know-how, improvement and other intellectual property that the Employee makes, conceives or develops, alone or with others, in the course of the employment, or using the Employer's time, equipment, facilities or Confidential Information (together "Work Product").

30.3 Disclosure and assistance. The Employee will promptly disclose all Work Product to the Employer in writing. During and after the employment, the Employee will sign any document and do any act the Employer reasonably requests, at the Employer's cost, to register, protect or enforce the Employer's rights in the Work Product, in South Africa and elsewhere.

30.4 Moral rights. To the extent the law allows, the Employee agrees not to object to the Employer's use, adaptation or modification of any Work Product in the course of its business.

30.5 Prior intellectual property. Any intellectual property that the Employee owned before the Commencement Date and that is listed in Schedule 3 remains the Employee's property. If the Employee uses it in the course of the employment, the Employee grants the Employer a non-exclusive, royalty-free, perpetual licence to use it for the Employer's business.

30.6 No further payment. The Remuneration is full payment for the Work Product and for the assignment in this clause, unless a law requires a separate payment or the Employer agrees in writing to pay an award under an inventions or innovation Policy.

31. Restraint of trade and non-solicitation

31.1 Application. This clause applies only if the Parties have completed the restraint particulars in Part B of Schedule 3. If Part B states "not applicable" or is left blank, this clause does not apply.

31.2 Protectable interests. The Employee acknowledges that, in the course of the employment, the Employee will have access to the Employer's Confidential Information and trade secrets, and will build relationships with the Employer's customers, suppliers and employees, and that the Employer

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

has a legitimate interest in protecting this information and these relationships.

31.3 Restraint. For the restraint period stated in Schedule 3 after the employment ends, and within the restraint area stated in Schedule 3, the Employee will not, directly or indirectly, whether as an employee, owner, partner, director, consultant, agent or otherwise, be engaged in or interested in a business that competes with the business of the Employer in the restricted activities described in Schedule 3.

31.4 Non-solicitation. For the non-solicitation period stated in Schedule 3 after the employment ends, the Employee will not, directly or indirectly:

(a) solicit, canvass or accept business in competition with the Employer from any person who was a customer of the Employer, and with whom the Employee dealt, during the 12 months before the employment ended; or

(b) induce or try to induce any employee of the Employer with whom the Employee worked during the 12 months before the employment ended to leave the Employer's employment.

31.5 Reasonableness. The Parties record that they consider the restraint period, the restraint area and the restricted activities to be reasonable and no wider than is necessary to protect the Employer's legitimate interests. The Employee may, however, ask a court to find that a restraint is unreasonable and contrary to public policy, and a court may refuse to enforce it or may enforce it only in part.

31.6 Separate restraints. Each restraint in this clause, for each period, area and activity, is a separate and severable undertaking, so that if a court finds any of them to be unenforceable, the others remain in force.

31.7 Restraint payment. The Employer will pay the Employee the following amount, if any, in consideration for the restraint: [Restraint payment: _____].

31.8 Termination by the Employer. The Employer will not seek to enforce the restraint in clause 31.3 if it dismisses the Employee for operational requirements, unless it pays the Employee the restraint payment in Schedule 3 or another amount the Parties agree in writing at the time.

32. Protection of personal information

32.1 Purpose and lawful basis. The Employer will process the Employee's personal information, before, during and after the employment, to conclude and perform this Contract, to administer the employment relationship, Remuneration, benefits, leave, performance and discipline, to comply with its legal obligations (including under the Labour Laws, tax law and the law on unemployment insurance and occupational injuries), and to protect its legitimate interests. Where processing is necessary to perform this Contract or to comply with an obligation imposed by law, the Employer does not rely on the Employee's consent.

32.2 Information to the Employee. When it collects personal information, the Employer will take reasonably practicable steps to tell the Employee what information is collected, the source if it is not collected from the Employee, the purpose, whether supplying it is voluntary or mandatory, the consequences of not supplying it, any law that requires the collection, any intended transfer to another country, and the Employee's rights of access, correction and objection. The Employer's employee privacy notice gives these details and is a Policy.

32.3 Special personal information. The Employer will process the Employee's special personal information, including information about health, biometric information, trade union membership and criminal behaviour, only where POPIA allows it, for example where it is needed to administer sick

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

leave or to support the Employee in connection with illness or incapacity for work, or where another exception in POPIA applies.

32.4 Security. The Employer will secure the integrity and confidentiality of the Employee's personal information by taking appropriate, reasonable technical and organisational measures to prevent its loss, damage, unauthorised destruction and unlawful access or processing.

32.5 Sharing. The Employer may share the Employee's personal information with the South African Revenue Service, the Unemployment Insurance Fund, the Compensation Commissioner, the retirement fund and medical scheme administrators, payroll and IT service providers and professional advisers, to the extent needed for the purposes in clause 32.1, and with a buyer of the business under clause 41. Each operator that processes the information for the Employer will be bound by a written agreement to keep it confidential and secure.

32.6 Retention. The Employer will keep the Employee's personal information only for as long as needed for the purposes in clause 32.1 or as the law requires, including the periods in clause 43, and will then destroy, delete or de-identify it.

32.7 Employee's duties. The Employee will tell the Employer promptly of any change to his or her personal details. When the Employee processes personal information of other persons in the course of the employment, the Employee will comply with POPIA and the Employer's Policies, and will report any actual or suspected security compromise immediately.

32.8 Information Officer. The Employee may contact the Employer's Information Officer at [Information Officer's contact details: _____] about the processing of his or her personal information.

33. Company property, IT systems and monitoring

33.1 Company property. All documents, records, data, devices, equipment, vehicles, keys, access cards, credit cards, software, accounts and other property that the Employer provides to the Employee, or that the Employee creates or receives in the course of the employment, belong to the Employer ("Company Property").

33.2 IT systems. The Employee will use the Employer's computers, email, internet access, telephones, software and networks (the "IT Systems") in accordance with the Employer's IT and acceptable use Policy, will keep passwords confidential, will not install unauthorised software, and will not use the IT Systems to access, store or send unlawful, defamatory, discriminatory or offensive material.

33.3 Monitoring. The Employer may, for legitimate business purposes such as security, compliance with law, the protection of Confidential Information and the investigation of misconduct, monitor and access communications and data on the IT Systems, in a manner that is proportionate and as the law allows. The IT Policy explains what is monitored and how. The Employee consents, by signing this Contract, to such monitoring of the IT Systems, and acknowledges that the Employee should not expect privacy in business communications sent through them. The Employer will not monitor the Employee's private devices or accounts except as the law allows.

33.4 Vehicles and equipment. If the Employer provides a vehicle, cellphone or laptop, the Employee will use it in accordance with the relevant Policy. Any amount owed for private use, fines or loss will be recovered only with the Employee's written consent to the specific deduction, or as clause 16 otherwise allows.

33.5 Return. When the employment ends, or earlier if the Employer asks, the Employee will return

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

all Company Property in the Employee's possession or control, in good condition apart from fair wear and tear, and will permanently delete any Confidential Information from personal devices and accounts after first returning a copy to the Employer. The Employee will confirm in writing that this has been done.

34. Termination on notice

34.1 Written notice. Either Party may end this Contract by giving the other Party notice of termination in writing. If the Employee is illiterate, the Employee may give notice orally, and the Employer will confirm it in writing. If the Employee receives a notice of termination and is not able to understand it, the Employer will explain the notice orally to the Employee, or arrange for it to be explained, in an official language the Employee reasonably understands. A notice is effective from the day it is received, as clause 42 provides.

34.2 Minimum notice periods. The period of notice is at least:

(a) one week, if the Employee has been employed for six months or less;

(b) two weeks, if the Employee has been employed for more than six months but not more than one year, unless paragraph (c) applies; and

(c) four weeks, if the Employee has been employed for one year or more, or is a farm worker or domestic worker who has been employed for more than six months.

34.3 Longer agreed notice. The Parties agree on the following longer notice period, if any: [Longer agreed notice period: _____]. A longer notice period applies equally to both Parties. The notice the Employee must give will never be longer than the notice the Employer must give.

34.4 Notice and leave. The Employer will not give notice of termination during any period of leave to which the Employee is entitled under the BCEA, and notice by the Employer will not run concurrently with any such leave, except sick leave. The Employee will not take annual leave during the notice period, as clause 18.5 provides.

34.5 Payment instead of notice. Instead of requiring the Employee to work the notice period, the Employer may pay the Employee the Remuneration the Employee would have received if the Employee had worked during the notice period, or for any part of it that the Employee is not required to work.

34.6 Waiver of notice. If the Employee gives notice and the Employer waives all or part of the notice period, the Employer will pay the Employee the Remuneration for the waived part of the notice period, unless the Parties agree otherwise in writing at the time.

34.7 During notice. During the notice period the Employee will continue to perform the duties, and the Employer will continue to pay the Remuneration and provide the benefits. The Employer may ask the Employee to hand over work in an orderly way, and may, for legitimate business reasons and on full Remuneration, ask the Employee not to attend the workplace for all or part of the notice period.

34.8 Notice by the Employer. Giving notice does not replace the need for a fair reason and a fair procedure. The Employer may give notice of dismissal only where it has a fair reason and has followed a fair procedure, as clause 35 provides, or where the Employee has reached the retirement age under clause 37.

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

35. Dismissal and summary termination

35.1 No dismissal without a fair reason. The Employee has the right not to be unfairly dismissed. The Employer will dismiss the Employee only for a fair reason related to the Employee's conduct or capacity, or based on the Employer's operational requirements, and only after following a fair procedure, as the LRA and the Code of Good Practice: Dismissal require.

35.2 Automatically unfair reasons. The Employer will not dismiss the Employee for a reason the LRA makes automatically unfair, including the Employee's pregnancy, intended pregnancy or any reason related to pregnancy. The Employer also will not dismiss the Employee for trade union membership or activities, for exercising a right under a Labour Law, for making a protected disclosure, or on any ground of unfair discrimination.

35.3 Summary termination. Nothing in clause 34 prevents either Party from ending this Contract without notice for any cause recognised by law. The Employer may dismiss the Employee summarily for serious misconduct, such as gross dishonesty, theft, fraud, wilful damage to property, endangering the safety of others, physical assault or gross insubordination, but only after a fair procedure under clause 25.4.

35.4 Resignation. The Employee may resign by giving notice under clause 34. A resignation is effective even if the Employer does not accept it. If the Employee resigns because the Employer made continued employment intolerable, the Employee may refer a dispute under clause 39.

35.5 Notice and payments. On a dismissal on notice, the Employer will give the notice required by clause 34 or pay instead of notice, and will make the payments in clause 38.

36. Retrenchment and severance pay

36.1 Consultation. If the Employer contemplates dismissing the Employee for reasons based on its economic, technological, structural or similar needs, it will consult the Employee, or the Employee's representative, as the LRA requires, before making a decision, including on measures to avoid or minimise dismissals, the method of selection, the timing and severance pay.

36.2 Severance pay. If the Employer dismisses the Employee for operational requirements, it will pay the Employee severance pay of at least one week's Remuneration for each completed year of continuous service with the Employer, calculated in accordance with the BCEA, or any higher amount a collective agreement, sectoral determination or Policy provides: [Severance pay above the minimum: _____].

36.3 Alternative employment. If the Employee unreasonably refuses to accept the Employer's offer of alternative employment with the Employer or with any other employer, the Employee is not entitled to severance pay under the BCEA.

36.4 Other payments. Severance pay is in addition to notice pay, payment for leave and any other amount due under clause 38.

37. Retirement

37.1 Retirement age. The normal retirement age for the Employee's position is **[Normal retirement age: _____]**. The Employee's employment ends on the last day of the month in which the Employee reaches the normal retirement age, unless the Parties agree in writing to extend it.

37.2 Extension. The Employer may, at the Employee's request and in its discretion, agree to employ the Employee after the normal retirement age on a written contract for a fixed period. Any such

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

extension will state its end date and its terms.

37.3 Notice of retirement. The Employer will remind the Employee in writing of the date of retirement at least three months before it, and will give the Employee the documents needed to claim retirement fund benefits.

37.4 Retirement fund rules. The rules of the retirement fund govern the Employee's retirement benefits. If the rules of the fund set a different retirement age, the Parties will agree in writing which age applies for the purpose of this clause.

38. Payments, certificate of service and return of property

38.1 Final pay. When the employment ends for any reason, the Employer will pay the Employee, no later than seven days after the employment ends:

(a) all Remuneration earned up to the date of termination;

(b) any notice pay due under clause 34;

(c) payment for any paid time off the Employee earned instead of overtime pay under clause 10.4 or instead of Sunday pay under clause 12.1 and has not taken;

(d) payment for any annual leave the Employee has accrued but not taken, including leave from a previous cycle that has not been granted;

(e) if the Employee has been employed for longer than four months, pay for leave on a pro rata basis for the incomplete annual leave cycle in which the employment ends, at the rate of one day's Remuneration for every 17 days on which the Employee worked or was entitled to be paid;

(f) any severance pay due under clause 36;

(g) any payment due under clause 4.7(c) on the expiry of a fixed term; and

(h) any reimbursement of expenses due under clause 17 and any pro rata contractual bonus due under clause 14.

38.2 Deductions on termination. The Employer may deduct from the final pay only the amounts that clause 16 allows. Any amount the Employee owes the Employer for which no deduction is authorised will be recovered separately.

38.3 Certificate of service. On termination of employment the Employer will give the Employee a certificate of service stating at least the Employee's full name, the Employer's name and address, a description of the council or sectoral determination (if any) that covers the Employer's business, the date the employment began and the date it ended, the title of the job or a brief description of the work, and the Remuneration at the date of termination. If the Employee asks, the certificate will also state the reason for termination.

38.4 Statutory documents. The Employer will give the Employee, within the time the law requires, the documents the Employee needs to claim unemployment insurance benefits and the Employee's employee tax certificate, and will co-operate with the retirement fund in paying out the Employee's benefits.

38.5 Return of property. The Employee will return all Company Property as clause 33.5 requires on or before the last working day.

38.6 Survival. The clauses on confidentiality, protected disclosures, intellectual property, restraint of trade, personal information and dispute resolution continue after the employment ends.

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

39. Dispute resolution

39.1 Internal resolution. The Parties will try to resolve any dispute about the employment through the grievance procedure in clause 25.7 or through discussion in good faith. Using the internal procedure does not extend the time limits in clause 39.2.

39.2 Statutory dispute resolution. A dispute about an unfair dismissal, an unfair labour practice, unfair discrimination or another matter for which a Labour Law provides a dispute procedure will be resolved in accordance with that law, by referral to the Commission for Conciliation, Mediation and Arbitration (CCMA), or to a bargaining council that has jurisdiction, and, where the law provides, to the Labour Court. A dispute about an unfair dismissal must be referred within 30 days of the date of the dismissal, or of the Employer's final decision to dismiss or uphold the dismissal, and a dispute about an unfair labour practice within 90 days of the act or omission that is alleged to be the unfair labour practice.

39.3 Other disputes. Any other dispute arising out of this Contract, such as a claim to enforce a restraint of trade, may be referred to a court that has jurisdiction. Nothing in this clause prevents a Party from approaching a court for urgent interim relief.

39.4 Representation. In any internal process, each Party may be assisted as the Policies and this Contract allow, and in external proceedings as the rules of the CCMA, bargaining council or court allow.

40. Collective agreements, sectoral determinations and incorporated documents

40.1 Bargaining council or sectoral determination. The following bargaining council or sectoral determination covers the Employer's business: [Bargaining council or sectoral determination: _____].

40.2 Collective agreements prevail. If a collective agreement, arbitration award or sectoral determination binds the Parties, this Contract does not permit the Employer to pay the Employee less than the agreement, award or determination requires, or to deprive the Employee of any term or condition in it, or exclude it. Any term of this Contract that gives the Employee better terms continues to apply.

40.3 Documents forming part of this Contract. The following documents form part of this Contract: [Other documents forming part of the contract: _____]. The Employee may obtain copies of them at [Where copies of the documents are kept: _____], and the Employer will provide a copy free of charge on request.

40.4 Policies. The Policies that apply on the Commencement Date are those listed in clause 40.3 and any others the Employer makes available to the Employee on its intranet or in writing. Clause 25.2 applies to any change to a Policy.

41. Transfer of business and cession

41.1 Transfer of business. If the whole or part of the Employer's business, trade, undertaking or service is transferred to another employer as a going concern, the new employer is automatically substituted in the place of the Employer in respect of this Contract, and all the rights and obligations between the Employer and the Employee continue as if they were rights and obligations between the new employer and the Employee, as the LRA provides.

41.2 Continuity. A transfer under clause 41.1 does not interrupt the Employee's continuous service, and the Employer and the new employer will give the Employee written notice of the transfer.

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

41.3 Cession by the Employer. Apart from clause 41.1, the Employer may not cede, assign or delegate its rights and obligations under this Contract to another person without the Employee's written consent, except that it may cede its rights under clauses 28, 30 and 31 to a company in its group or to a buyer of the relevant business.

41.4 Personal service. This Contract is personal to the Employee. The Employee may not cede, assign or delegate any right or obligation under it.

42. Notices and domicilium

42.1 Domicilium. Each Party chooses the following addresses as its domicilium citandi et executandi for all notices and legal process under this Contract:

(a) the Employer: [Employer's full address: _____], email [Employer's email for notices: _____]; and

(b) the Employee: [Employee's residential address: _____], email [Employee's email for notices: _____].

42.2 Change of address. A Party may change its domicilium or email address by written notice to the other Party, effective seven days after the notice is received. The new physical address must be in South Africa and may not be a post office box.

42.3 Form of notices. Every notice under this Contract, including a notice of termination, must be in writing, except for notice given orally by an illiterate Employee under clause 34.1. A notice may be delivered by hand or sent by email.

42.4 Deemed receipt. Unless the contrary is proved, a notice is deemed to have been received:

(a) if delivered by hand to the Party in person or at its domicilium on a business day, on the day of delivery; and

(b) if sent by email to the address in clause 42.1, on the first business day after it was sent, unless the sender receives an automated message that the email was not delivered.

42.5 Actual receipt. A written notice actually received by a Party is an adequate notice even if it was not sent to or delivered at the chosen domicilium.

43. Variation, updated particulars and records

43.1 Variation. No variation of this Contract is valid unless it is in writing and signed by both Parties, except where this Contract allows a change by written notice, or where a change results from a law, sectoral determination or collective agreement.

43.2 Revised particulars. When any of the written particulars in this Contract or Schedule 1 changes, the Employer will revise the written particulars to reflect the change and will give the Employee a copy of the document reflecting the change.

43.3 Keeping the particulars. The Employer will keep the written particulars of employment, including this Contract and each revision of it, for at least three years after the employment ends.

43.4 Records of time and Remuneration. The Employer will keep a record of the Employee's time worked and the Remuneration paid to the Employee for each period, and will keep each record for at least three years from the date of the last entry in it.

43.5 Access. The Employee may ask for a copy of the written particulars and of the records relating

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

to his or her own time worked and Remuneration, and the Employer will provide it within a reasonable time.

44. Whole agreement, waiver, severability and governing law

44.1 Whole agreement. This Contract, with its Schedules and the documents listed in clause 40.3, is the whole agreement between the Parties about the employment. It replaces any earlier offer letter, agreement, representation or understanding about the same subject. No Party relies on any representation, warranty or undertaking that is not recorded in this Contract.

44.2 No waiver. No relaxation, indulgence or extension of time that a Party grants to the other Party waives or limits any right of the Party granting it, and the Party may enforce the right strictly later. A waiver is valid only if it is in writing and signed by the Party who gives it. The Employee cannot waive any right that the law does not allow to be waived, and no conduct will be taken as such a waiver.

44.3 Severability. Each clause and sub-clause of this Contract is separate and severable. If any of them is found to be invalid or unenforceable, it will be treated as deleted, or limited to the extent needed to make it enforceable, and the rest of this Contract continues in force.

44.4 Survival. Any clause that by its nature is meant to continue after the employment ends, including the clauses listed in clause 38.6, continues in force after termination.

44.5 Costs. Each Party pays its own costs of negotiating and signing this Contract. Costs in any dispute are decided by the CCMA, bargaining council or court in accordance with the applicable law.

44.6 Governing law. This Contract is governed by, and will be interpreted in accordance with, the law of the Republic of South Africa. Nothing in this Contract takes away any right the Employee has under a Labour Law.

45. Language, explanation of terms and independent advice

45.1 Explanation. The Employer has explained the terms of this Contract, including the Schedules, to the Employee in **[Language the contract was explained in: _____]**, which is a language the Employee understands, and in a manner the Employee understands. The explanation was given by [Person who explained the contract: _____].

45.2 Opportunity to consider. The Employee confirms that the Employee received a copy of this Contract before signing it, had a reasonable opportunity to read it, to ask questions and to obtain independent advice from a legal adviser, trade union or other person of the Employee's choice, and signs it voluntarily.

45.3 Language of the Contract. This Contract is written in English. If it is translated, the English version prevails, except where the translation was used to explain the Contract under clause 45.1 and the meaning of the translation is more favourable to the Employee.

46. Counterparts and electronic signature

46.1 Counterparts. This Contract may be signed in separate counterparts, each of which is an original and all of which together are one agreement.

46.2 Electronic signature. The Parties agree that this Contract, and any variation, notice or other document under it that does not by law require a handwritten signature, may be signed and concluded electronically, including by an electronic signature applied through a signing platform, and that a signature or expression of intent made in electronic form is not without legal force only because it is

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

in electronic form. Where a law requires a signature and does not specify its type, the Parties will use a signature that meets the requirements of that law.

46.3 Copies. A scanned, photographed or electronically signed copy of this Contract has the same effect as an original. The Employer will give the Employee a complete signed copy, including the Schedules, within seven days after the last Party signs.

Signed for the Employer at [Place the employer signs: _____] on [Date the employer signs: _____].

EMPLOYER: [Employer's full name: _____]
Name: [Name of the employer's signatory: _____]
Title: [Title of the employer's signatory: _____]
Signature:

Signed by the Employee at [Place the employee signs: _____] on [Date the employee signs: _____].

EMPLOYEE: [Employee's full name: _____]
Signature:

Witnesses (optional):
First witness: [First witness name: _____]
Signature:
Second witness: [Second witness name: _____]
Signature:

SCHEDULE 1: PARTICULARS OF EMPLOYMENT

This Schedule forms part of the Contract of Employment between [Employer's full name: _____] and [Employee's full name: _____]. It summarises the written particulars of employment. If this Schedule conflicts with the body of the Contract, the term more favourable to the Employee applies.

- **Employer's full name and address:** [Employer's full name: _____], [Employer's full address: _____]
- **Employee's name:** [Employee's full name: _____]
- **Occupation or brief description of the work (clause 6 and Schedule 3):** [Job title: _____]
- **Place of work, and any other places the Employee is required or permitted to work (clause 7):** [Usual place of work: _____]; [Other places of work: _____]
- **Date on which the employment began (clause 3):** [Commencement date: _____]
- **Permanent or fixed term, and if fixed term, the end date and reason (clause 4):** [Permanent or fixed term: _____]; [Fixed-term end date: _____]; [Reason for the fixed term: _____]
- **Ordinary hours and days of work (clause 9):** [Ordinary hours of work: _____], on [Days of work: _____]
- **Wage or salary, or rate and method of calculating it (clause 13):** [Salary or wage: _____]; [How the salary or wage is calculated: _____]

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

•

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

Rate of pay for overtime work (clause 10 and Schedule 2): at least one and one-half times the wage, or paid time off as agreed in Schedule 2, unless the Employee is an Excluded Employee

- **Other cash payments (clauses 14 and 15):** [Allowances: _____]; [Bonus or thirteenth cheque: _____]
- **Payment in kind and its value (clause 15):** [Payment in kind and its value: _____]
- **How often Remuneration is paid (clause 13):** [Pay frequency: _____], on [Pay day: _____]
- **Deductions from Remuneration (clause 16):** PAYE, the Employee's UIF contribution and [Agreed deductions: _____]
- **Leave (clauses 18 to 22):** annual leave of [Annual leave: _____] per cycle; sick leave, family responsibility leave and parental leave as clauses 19 to 21 provide
- **Notice period (clause 34):** the statutory minimum or [Longer agreed notice period: _____], whichever is longer
- **Bargaining council or sectoral determination covering the business (clause 40):** [Bargaining council or sectoral determination: _____]
- **Previous employment that counts towards service (clause 3.3):** [Previous service that counts: _____]
- **Other documents forming part of the Contract, and where to obtain copies (clause 40.3):** [Other documents forming part of the contract: _____]; available at [Where copies of the documents are kept: _____]

SCHEDULE 2: REMUNERATION, BENEFITS AND OVERTIME AGREEMENT

This Schedule forms part of the Contract of Employment between [Employer's full name: _____] and [Employee's full name: _____].

Part A: Remuneration package

- **Salary or wage (clause 13):** [Salary or wage: _____]
- **Annual review month (clause 14.1):** [Salary review month: _____]
- **Bonus or thirteenth cheque (clauses 14.2 and 14.4):** [Bonus or thirteenth cheque: _____]
- **Commission or incentive scheme (clause 14.3):** [Commission or incentive scheme: _____]
- **Retirement fund and contributions (clause 15.1):** [Retirement fund: _____]; Employer contribution [Employer's retirement contribution: _____]; Employee contribution [Employee's retirement contribution: _____]
- **Medical aid (clause 15.2):** [Medical aid: _____]
- **Allowances (clause 15.3):** [Allowances: _____]
- **Payment in kind and value (clause 15.4):** [Payment in kind and its value: _____]
- **Night work allowance or reduced hours (clause 11.3):** [Night work allowance or reduced hours: _____]

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

•

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

Parental leave pay, if any (clause 21.3): [Parental leave pay: _____]

Part B: Overtime agreement

1. The Employee agrees to work overtime when the Employer reasonably asks, in accordance with clause 10, up to a maximum of ten hours of overtime in any week and not more than 12 hours of work on any day, including overtime.
2. The Employer will compensate overtime as follows: [How overtime is compensated: _____]. If no option is stated, the Employer will pay at least one and one-half times the Employee's wage for each hour of overtime worked.
3. If the Parties have agreed on paid time off, the Employer will grant it within one month after the Employee becomes entitled to it, or within the following longer period of up to 12 months agreed in writing: [Period for granting time off for overtime: _____].
4. This overtime agreement is made when the employment commences and lapses one year after the Commencement Date. The Parties may renew it, or conclude a new overtime agreement, in writing.
5. If the Employee is an Excluded Employee, this Part B applies only to the extent the BCEA applies the overtime rules to the Employee, and the Remuneration includes compensation for all hours reasonably worked.

Employee's initials: [Employee's initials: _____]

SCHEDULE 3: JOB DESCRIPTION AND RESTRAINT PARTICULARS

This Schedule forms part of the Contract of Employment between [Employer's full name: _____] and [Employee's full name: _____].

Part A: Job description

- **Job title (clause 6.1):** [Job title: _____]
- **Reports to (clause 6.2):** [Title of the person the employee reports to: _____]
- **Main purpose of the position:** [Main purpose of the position: _____]
- **Key duties and responsibilities (clause 6.3):** [Key duties and responsibilities: _____]
- **Qualifications, registrations and documents required (clauses 5.1 and 5.3):** [Qualifications and documents required: _____]
- **Intellectual property the Employee owned before the Commencement Date (clause 30.5):** [Intellectual property owned before employment: _____]

Part B: Restraint particulars (clause 31)

Complete Part B only if the Parties agree on a restraint of trade. Write "not applicable" in each field if no restraint applies. A court may refuse to enforce, or may narrow, a restraint that it finds unreasonable.

- **Restricted activities (the business the Employee may not compete in):** [Restricted activities: _____]
- **Restraint area:** [Restraint area: _____]

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

•

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

Restraint period after the employment ends: [Restraint period: _____]

- **Non-solicitation period after the employment ends:** [Non-solicitation period: _____]
- **Restraint payment, if any (clause 31.7):** [Restraint payment: _____]

Employee's initials: [Employee's initials: _____]

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.