**CONTRACT OF EMPLOYMENT**

Made and entered into by and between:

# \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(“the employer")

and

|  |  |  |  |
| --- | --- | --- | --- |
|  | | | |
| **Employee’s personal details**[[1]](#footnote-1) | | | |
|  | | | |
| Surname: |  |  |  |
| First name/s: |  |  |  |
| Identity number: |  |  |  |
| Contact number/s: |  |  |  |
| Residential address: |  |  |  |
|  |  |  |  |
|  |  |  |  |

(“the employee")

**WHEREAS** the parties have entered into an employment relationship; and

**WHEREAS** the parties wish to record in writing the agreed terms and conditions of employment.

**It is agreed as follows:**

1. **Duration of employment relationship** 
   1. Notwithstanding the date of signature of this agreement, the employment relationship between the parties commenced on [insert date of original contract of employment] and shall continue indefinitely until the employee’s retirement date (being the last working day of the month in which he turns 63 years old).
   2. Notwithstanding the provisions of paragraph 1.1 above, the employer shall be entitled to terminate the contract for any reason recognized as sufficient in law, including reasons relating to the employee’s conduct, capacity or the employer’s operational requirements.
2. **Position and reporting** 
   1. The employee is employed as a sales representative.
   2. Over and above the general duties contemplated in paragraph 4 below, the employee will be required to perform all duties associated with or reasonably incidental to the function of a sales representative.
3. **Location**

The employee shall be based at the employer’s premises situated at\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Notwithstanding the aforegoing, the employee shall be required to carry out duties assigned to him/her at such other locations as the employer may determine and shall, if so required by the employer, be expected to travel to designations designated by the employer in order to attend to his/her duties.

1. **Employee’s general duties**
   1. The nature of the employee’s duties are referred to in paragraph 3. 3 above.
   2. In addition thereto, the employee shall:
      1. do everything in his/her power to promote and develop the business of the employer, and shall serve the employer faithfully and honestly and use reasonable care and skill in the performance of his/her duties;
      2. obey all lawful and reasonable instructions and perform such work as he/she is directed to perform which falls within his/her vocational ability regardless of whether or not such work falls within the scope of the post to which the employee is appointed, and shall perform such work for the employer or any concern designated by the employer at such location as he/she is directed by the employer; and
      3. devote all his/her time and attention to the duties assigned to him/her by the employer, and shall neither directly nor indirectly engage or be concerned or interested in any other business of any kind whatsoever without the prior written consent of a person duly authorised to grant such consent.
2. **Hours of work, overtime and short-time**
   1. The employee shall be obliged to work such hours of work as determined by the employer from time-to-time, amounting to 45 hours per week. Until notified otherwise, the employee’s ordinary working hours will be 08h00 to 17h00 Monday to Friday, with a one hour lunch break.
   2. In addition to the working of prescribed working hours, the employee undertakes to work overtime in accordance with the employer’s operational requirements and subject to the provisions of any applicable labour legislation dealing with limitations on the working of overtime and payment therefor.
   3. The employer reserves the right to reduce the employee’s working hours on reasonable notice should this prove necessary due to its operational requirements.
3. **Late-coming** 
   1. The employee shall be obliged to report for work timeously, so as to be in a position to commence work at the commencement of normal working hours.
   2. The employee shall be obliged to report for work punctually and report **any instance of late coming to his/her immediate senior.** Should the employee fail to offer a reasonable explanation for his/her late coming, the employee shall be subject to disciplinary action.
4. **Public holidays**

The employee shall be entitled to leave of absence on the minimum number of public holidays as provided for by any applicable labour legislation. However, the nature of the employer’s business is such that the employee will be required to work on public holidays. The employees agrees to work on public holidays when reasonably required to do so.

1. **Dress Code**

Due to the professional nature of the employer’s business, it is an operational requirement that employees dress in a manner which accords with the employer’s professional image.

1. **Remuneration**
   1. The employee’s remuneration will be \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ per month.
   2. The employee specifically authorises the employer to deduct from his/her salary any amount, which may be due, and owing by the employee under the applicable legislation:
      1. income tax;
      2. UIF contributions;
      3. any legislation, written agreement or court order; and
      4. any amount proven through an internal process to be owed by the employee as a result of his negligence or recklessness.
   3. Review of the employee’s remuneration will take place at the employer’s sole discretion, both as regards the date of implementation and the quantum thereof. An election on the part of the employer to review the employee’s remuneration will not necessarily entitle the employee to changed remuneration.
2. **Annual bonus**

Annual bonuses shall be granted at the sole discretion of the company and will be dependent upon the performance of the company and the employee.

1. **Annual leave**
   1. Employees shall be granted 15 (fifteen) working days annual paid leave.
   2. Annual leave may only be taken with the consent of the employer which consent will be subject to the employer’s operational requirements.
2. **Other leave**

Sick, maternity and family responsibility leave will be governed by the provisions of the Basic Conditions of Employment Act 75 of 1997.

1. **Cell phone allowance**
   1. The employee’s cell phone expenses will be for his own account.
   2. The employee will receive a cell phone allowance of R450.00 per month.
   3. In the event of it being objectively established that the employee’s genuine business use of his cell phone is over and above R450.00 in any one month, the employee will be reimbursed the difference subject to the cell phone expenses being justifiably allocated to case files.
2. **E-mail/Internet**
   1. Notwithstanding any other policy regulating this, the employee acknowledges and expressly agrees that the company may routinely monitor e-mail/intranet/internet usage patterns and review electronic files and messages to ensure that these medias are being used in compliance with the law and company policy;
   2. The employee specifically agrees that the company reserves the right to monitor, access and disclose as necessary all communications created, transmitted or stored on the e-mail/internet system, which is the property of the company. The employee expressly agrees that they do not have any expectation of privacy with respect to the materials and information stored on the company utilised system.
3. **Confidentiality and enticement**
   1. The employee shall not either during or after the termination of his/her employment with the company, divulge or communicate any of its secrets or other confidential information, which he/she may receive or obtain in relation to the company's affairs, to any third person;
   2. The employee shall not for a period of 1 (one) years after termination of his/her employment, solicit or entice any of the company's employees or persuade them to leave the company's employ;
   3. The employee shall not entice or attempt to entice any of the company's customers for 1 (one) years after termination of his/her employment.
4. **Discipline and grievances**
   1. The employee acknowledges that it is necessary for the employer to maintain discipline in the workplace in order to properly conduct its affairs.
   2. Should it become necessary to discipline the employee this shall be done in accordance with fair procedure.
   3. In the event of the employee having any grievance or complaint arising out of his/her contract of employment, he/she shall report such grievance or complaint to his/her immediate superior and afford such superior a reasonable opportunity to remedy the grievance or complaint before instituting the statutory dispute resolution procedures.
5. **Guarantee of competence**
   1. The employee guarantees that he/she is competent to carry out the services, which he/she has undertaken under this contract, and that he/she is properly qualified to occupy the post as envisaged herein.
   2. Any material misrepresentation in regard to the aforegoing shall lead to the termination of this contract forthwith.
6. **Termination of employment**
   1. Subject to compliance with the disciplinary procedure and/or grievance procedure and any applicable labour legislation, the employer shall have the right to terminate this contract for any reason recognised as sufficient in law, including a reason relating to the employee’s conduct or capacity or to the employer’s operational requirements.
   2. Should the employee’s services be terminated on account of his/her incapacity or the employer’s operational requirements, the following notice periods shall apply:
      1. during the first six months of employment or less – 1 (one) week’s notice (or payment in lieu thereof);
      2. after the first six months of employment, but not more than one year – 2 (two) week’s notice (or payment in lieu thereof); and
      3. for one year of employment or more – 4 (four) week’s notice (or payment in lieu thereof).
   3. Should the employee’s services be terminated on account of his/her misconduct, the employer shall be under no obligation to pay the employee any notice whatsoever of the termination of his/her services.
   4. In the event of the employee choosing to terminate this contract by way of resignation, he/she shall afford the employer prior notification thereof on the same terms as set out in paragraph 18.2 above and shall remain in the employer’s employ until the expiration of the applicable notice period.
   5. Should the employee fail to afford the employer the requisite prior notification of his/her resignation, the employer shall not be obliged to pay the employee out *in lieu* of any annual leave which may have accrued to the employee (as to which see paragraph 9 above).
7. **Deemed desertion**
   1. Should the employee be absent from work for any reason, he/she shall immediately inform his/her immediate senior.
   2. Should the employee be absent for more than 5 (five) consecutive days without having informed his/her immediate senior of the reasons for such absence, the employee will be deemed to have deserted and his/her services will be terminated in the absence of a satisfactory explanation.

Thus done and signed at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_on this the day of 2015 in the presence of the undersigned witnesses:

**Witnesses:**

1.

**Signature of employee**

2.

**Name of employee**

**Witnesses:**

1.

2.

**Name and capacity of**

**authorised signatory**

1. The employee shall be responsible for advising the employer of any changes to his/her personal details. [↑](#footnote-ref-1)