

CONTRACT OF EMPLOYMENT

Entered into between

.....
(herein after referred to as "the employer")

Address of employer

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.....
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and

.....
(herein after referred to as "the employee")

1. Commencement

This contract will commence on and continue until terminated as set out in clause 4.

2. Place of work

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3. Job description

Job Titlereporting to.....

Duties.....
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4. Termination of employment (excluding a special function casual employee)¹

4.1 Either party may terminate this agreement by giving the other party in writing notice of his intention to terminate this agreement:

¹ Clause 13 of the Bargaining Council Collective Agreement

- (a) During the first month of employment, not less than one working day's notice;
- (b) During the second, third and fourth months of employment, one weeks notice; and
- (c) Thereafter, two weeks notice.

4..2 The parties may terminate the agreement without notice by paying the other party(employer or employee as the case may be) in lieu of notice:

- (a) A working day's notice, the wage the employee is receiving at the time of termination;
- (b) A week's notice, the weekly wage the employee is receiving at the time of termination;
- (d) Two weeks' notice, two weeks' wage the employee is receiving at the time of termination.

4.3 Where an employee terminates his contract of employment by leaving his employment without having given and served the required period of notice or without pay the employer in lieu of notice, the employer may, from any monies owed to such employee by virtue of any provisions of the Collective Agreement, appropriate to himself an amount of not more than that which such employee would have had to pay him in lieu of notice. It shall then be deemed that the employee paid the employer in lieu of notice.

4.4 The employer upon termination of the contract of employment, furnish the employee with a certificate of service and the UIF card.

5. Remuneration/Wage ²

5.1 The employees` wage shall be paid in cash on the last working day of every week/month and shall be: **R.....**per hour/week/month.

5.2 The employee shall be entitled to the following:

5.2.1 Allowances/payment in kind: **R.....**

5.2.2 A weekly/monthly transport allowance of **R.....**

5.3 The total value of the above remuneration shall be the total of clauses

5.1 to 5.2.2.

(Modify or delete clauses 5.2.1 to 5.2.1 as needed)

5.4 The employer shall review the employee's salary/wages once a year.

5.5 Annual Bonus³

The employee (excluding part-time, casual and special function employees) after 12 consecutive months of employment, shall receive one week's wage/remuneration payable during December of each year.

² Clause 5 of the Collective Agreement

³ Clause 5 (8) of the Collective Agreement

5.6 Additional Bonus⁴

An employee, who after the 1st June 2009, has been employed for at least 24 consecutive months with the same employer shall receive one week's wages to be paid at the month end of the employee's anniversary date of employment each year.

6. Hours of work /Number of Working Days⁵

The employee shall not be required to more ordinary hours than, in the case:

6.1 a watchman:

6.1.1 50 hours in any one week, and 10 hours on any day;

6.2 all other employees:

6.2.1 45 hours in any week; and

6.2.2 nine hours in any day;

6.2.3 by an agreement the employee's ordinary hours may be extended up to 15 minutes in a day, but no more than 60 minutes in a week.

6.3 The employee shall not be required or permitted to work more than six days per week, which includes Sunday, unless it is his day off.

7. Meal Intervals⁶

7.1 The employee shall not be required or permitted to work more than

7.1.1 five continuous hours in the case of a six day worker; or

7.1.2 six continuous hours in the case of a five day worker; or

7.1.3 six continuous hours in the case of a four day worker without a meal interval of not less than one hour.

7.2 During the meal interval the employee shall not be required or permitted to perform any work, and such interval shall not form part of the employee's ordinary hours of work or overtime.

7.3 The employee may employer may agree to reduce the period of such interval to not less than 30 minutes.

7.4 Any other interval of less than 30 minutes shall be deemed to be time worked.

⁴ Clause 5 (8)(A)

⁵ Clause 9 of the Collective Agreement

⁶ Clause 9 (3) of the collective Agreement

8. Sunday work ⁷

An employee who ordinarily works on a Sunday shall be remunerated at one and half times the employee's wage for each hour worked.

Commission workers, casual employees' and special function employees' are excluded from this provision.

Small employers (employers who do not employ more than ten (10) employees at any one time) are also excluded.

9. Public Holidays ⁸

9.1 Whenever an employee works for a period that falls partly on a public holiday and partly on an ordinary working day, the employee shall be deemed to have worked the whole period on the day on which the major portion of such working period falls

9.2 Should the employee not be required or permitted to work on a paid public holiday that falls on a working day, the employee shall be paid his/her normal wage for that day.

9.3 Should the employee work on a paid public holiday that is a working day the employee shall be paid double his/her hourly rate for all hours worked, with a minimum of double a day's pay.

9.4 Where an employee works on a paid public holiday that falls on a day that is not his normal working day. He shall be paid either:

9.4.1 double his hourly rate of pay for all hours worked, with a minimum of double a day's pay; or

9.4.2 one and a half times his/her ordinary rate of pay, for all hours up to eight hours worked, with a minimum of eight hours' pay, and double time thereafter, and grant him/her within seven days one day's leave on full pay. Provided that with the written request of the employee, an extra day leave may be granted in lieu of this day off.

10. Annual Leave ⁹

10.1 The employee is entitled to 21 consecutive days paid leave after every 12 months of continuous service for the first three years. From the fourth year onwards the employee will be entitled to 28 consecutive days paid leave for every 12 months of continuous

⁷ Clause (10) of the Collective Agreement

⁸ Clause 7 of the Collective Agreement

⁹ Clause 16 of the Collective Agreement

service. Such leave is to be taken at times convenient to the employer; and the employer may require the employee to take his/her leave at such times as coincide with that of the employer.

10.2 If a paid public holiday falls within the employee's period of annual leave, the period of such leave shall be extended by one working day, for each paid public holiday falling within his period of leave.¹⁰

11. Sick leave

The following provisions do not apply to casual employees, and special function casual employees

11.1 During every leave cycle of 36 months the employee will be entitled to an amount of paid sick leave equal as follows:

11.1.1 An employee who works a four-day week not less than 24 working days;

11.1.2 An employee who works a five-day week, not less than 30 working days;

11.1.3 In the case of every other employee, not less than 36 working days.

11.2 During the first twelve consecutive months an employee shall not be entitled to sick leave on full pay in excess of the entitlement set out below:

11.2.1 Employees referred to in 11.1.1. above one working day in respect of each completed period of six weeks employment;

11.2.1 Employees referred to in 11.1.2. above one working day in respect of each completed period of five weeks employment;

11.2.3 Employees referred to in 11.1.3. above one working day in respect of each completed month of employment;

11.4 The employee shall notify the employer as soon as possible in case of his/her absence from work through illness.

To be eligible to receive paid sick leave, an employee will be required to produce a Medical Certificate signed by a registered medical practitioner stating the nature of the incapacity and its duration.

¹⁰ Clause 7(5) of the Collective Agreement

12. Maternity leave (Female employees only)¹¹

Female employees will be entitled to four (4) months maternity leave without pay.

13. Family responsibility leave ¹²

The employee will be entitled to four (4) days paid and four (4) days unpaid family responsibility leave during each leave cycle in the following circumstances:

- a) the birth of a child to the employee; or
- b) the sickness of a child of the employee; or
- c) in the event of death of;
 - (i) the employee's spouse or life partner; or
 - (ii) the employee's parent, adoptive parent, grandparent, child, adoptive child, grandchild or sibling.

This provision will apply to employees'-

- (a) who have been in employment with the same employer for longer than twelve months; and
- (b) who works for at least five days a week for the employer.

The employee must upon accepting employment with the company, register the names of his/her children, adoptive child, and the name of his/her spouse or life partner, his/her parents, adoptive parent, grandparent, grandchildren or sibling.

The employee must submit proof of an event for which leave was taken, before receiving any payment in terms of this clause.

This type of leave shall not be accumulated, and any unused entitlement shall be discarded at the end of each leave cycle.

14. Deductions from remuneration

The employer may not deduct any monies other than statutory deductions such as UIF, PAYE and Court Orders, or as set out in clause 4.3 above, from the employee's wages unless the employee has agreed to this in writing on each occasion.

16. Applicable Legislation

In addition to the Company human resource policies and procedures, employees' terms and conditions of employment the employer and employee must comply with the Bargaining Council for The Restaurant, Catering and

¹¹ Clause 15 of the Collective Agreement

¹² Clause 16A of the Collective Agreement

Allied Trades Collective Agreement Collective Agreement as published by the Minister of Labour.

**Bargaining Council
Collective Agreement**

Government Notice Number: R 170 dated 23 February 2001
Government Notice Number R 520 dated 26 April 202
Government Notice Number R177 dated 7 February 2003
Government Notice Number R 858 dated 2 September 2005
Government Notice Number R849 dated 15 August 2008

15. Other conditions of employment or benefits

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16. General

Any changes to this agreement will only be valid if they are in writing and have been agreed to and signed by both parties.

The contract does not cover every eventuality, and the employer must have available at all times the Collective Agreement and all the amendments in order for both parties to this contract to refer to in the event of clarity and guidance. These documents can be obtained from the Bargaining Council.

**THUS DONE AND SIGNED ATON THIS
.....DAY OF200.....**

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EMPLOYER EMPLOYEE

Witnesses:
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