

LETTER OF EMPLOYMENT

Mr./ Mrs/ Miss Full Names _____
Surname _____
Id Number _____
Residential Address _____

Date _____

Note: The onus is on the employee to advice management in writing of any change in address within (5) five days of such a change taking effect.

You are herewith appointed in the employment of _____ situated in _____ (hereinafter referred as the employer) subject to the terms and conditions as herein under.

Please note that this contract of employment shall only commence upon signature thereof both parties.

The employee will render service at the employer’s premises or at any site where the employee’s services may be required by the employer.

Should the need arise the employer may transfer the employees other business/ branch/ site of the employer, subject to consultation and reasonable notice (if applicable).

1. **POSITION**

You will be employed as a _____ (job description)

Accuplas Engineering cc. _____
Employer Employee Witness

1.1. Duration of contract (delete options not applicable)

A. You will be employed permanently from _____, a probation period of three months shall be applicable.

During this period the necessary training and counselling will be given to enable you to perform your job adequately.

B. You will be employed for a fixed period of _____ months starting from _____ and ending on _____.

C. You will be employed for the duration of the contract with _____ starting from _____ and

your services will thus end simultaneously with the said contract with _____.

In the event of either option B or C above, the renewal of this contract, subject to the demands of the business, should not be accepted by the employee as a legitimate expectation towards further renewals or the conversion of this contract to a permanent contract.

It is specifically agreed that in special circumstances beyond the control of the employer the contract of an employee employed on a fixed term contract, may be terminated before completion of the specified period subject to notice in terms of the **BASIC CONDITIONS OF EMPLOYMENT ACT 75 of 1997**.

The employee irrevocably consents to this provision and confirms that in such instance the employer will not be held liable for the remainder of the fixed term contract.

- 1.2. It is an expressed or implied condition of this agreement that the employee should successfully attend and pass all induction courses as well as the medical examination that may be required by the employer and or the client. Where the employee may be placed and be found fit to work prior to this agreement coming into effect.

2. PROBATION

- 2.1. Notwithstanding anything herein-contained to the contrary, the employee's appointment is subject to a period of 3 (three) months' probation, which period the employee accepts and agrees to being a reasonable period for purposes enabling the employer's to assess whether the employee is a fit and proper candidate for continued employment in terms hereof and, in particular, that he/she has the necessary qualification, skills, or acumen to perform the work which he is Page 3. required to perform;
- 2.2. Upon expiration of the probationary period, the employee's appointment may be confirmed, or the probation period may be extended, or the services of the employee may be terminated;
- 2.3. In the event that the probation period is extended, the following provisions will apply:
 - 2.3.1. the employer will supply reasons for its decision to extend probation;
 - 2.3.2. the employee will be granted a reasonable opportunity to state his/her case and to submit reasons why the probation period should not be extended; and
- 2.4. If after the employee has stated his/her case, the employer nevertheless decides to extend the probation period, it will be extended for a further 3 (three) months.
- 2.5. In the event that the employee's services are terminated, it will be done in accordance with the requirements of the **Labour Relations Act of 1995**.

3. STATUTORY REQUIREMENTS

- 3.1. In addition to the conditions specified and referred to herein and the company's personnel policy, your employment shall be regulated by the **BASIC CONDITIONS OF EMPLOYMENT ACT**.

- 3.2. You will adhere and comply with all legislation governing the relationship between employer and employee, including safety Legislation, Health rules and regulations and all company codes and procedures. This is inclusive of all rules, policies and procedures applied by the client in their workplace.

4. SALARY / WAGE

Effective from _____ you will be paid as follows:

- Total Gross R _____ (Including Amendment A)
- Basic Salary R _____
- Travel allowance R _____
- Standby Allowance R _____
- Cell Phone Allowance R _____

If the conditions as mentioned in Amendment A are not met the lower rate will apply which is R -----

AMENDMENT A

- 4.1. included in the gross package is R _____ per month which will be paid on the following conditions:

- 4.2. Employee will not come to work while under the influence of any narcotics employee will not be absent from work without permission.

- 4.3. Paid time off may be granted *in lieu* of overtime worked (1.5 hours for every hour worked) and time worked on Sundays and public holidays (2 hours for every hour worked). Such time off will be granted within one month of the time worked.

- 4.4. In the event of the employee receiving a fixed salary, this salary amount will include twenty (20) hours overtime.

- 4.5. The employer may also exchange public holidays for any other day and the employee herewith authorises the employer to do such.

5. HOURS OF WORK

- 5.1. A five day working week will be in effect. Normal working hours will be 45 per week.
- 5.2. It will be expected from you to work overtime as well as on public holidays and Sundays if it is deemed necessary by management and reasonable notice to this effect was given.
- 5.3. Overtime will not exceed ten (10) hours per week.
- 5.4. This maximum overtime hours may be exceeded in emergencies or when operational circumstances require such.
- 5.5. Short time can be implemented as according to the personnel policy.
- 5.6. It will be expected from you to work overtime as per the provided shift roster / working hours of the company as well as on public holiday and Sundays and you, by signing this letter, accepts this condition and agree that management has the sole discretion to decide when such is required.
- 5.7. You will be entitled to 30 minutes lunch time.

6. ANNUAL LEAVE

- 6.1. You will be entitled to 15 working days paid leave per annum.
- 6.2. Application for leave must be made at least one month prior to the intended period of leave on the applicable application forms available from management.
- 6.3. Leave shall not be converted or paid out in cash to the employee, except at termination of employment.
- 6.4. Please note that should you be employed on a fixed term contract or contract bound employment you will be entitled to the number of days leave accumulated during this period of employment only.

During the first six (6) months of employment such will be collected at 1 day for every 17 days worked thereafter pro-rata in terms of paragraph 5.1. supra.

7. SICK LEAVE

- 7.1. during the first six (6) months of employment, the employee will be entitled to 1 day sick leave for every completed 26 days worked.
- 7.2. Thereafter the full 36 days per cycle of 36 months will become available to the employee/30 days for every cycled of 36 months.

- 7.3. Please note that should you be employed on a fixed term contract or contract bound employment you will only be entitled to the number of days accumulated sick leave for this period, thus one day for every six days worked.
- 7.4. It is expected from you to, in the case of absence from work due to illness, inform the company before of such or, if not possible, to do so within 24 hours after the commencement of such absence.
- 7.5. A medical certificate signed by a registered medical practitioner, should be provided in instances of absence for for two (2) days or longer due to illness, in all instances directly before or after a weekend or a public holiday or off-period.

8. MATERNITY LEAVE

- 8.1. A female employee is entitled to 4 consecutive months unpaid maternity leave;
- 8.2. The employee is required to give the employer 8 week's notice in writing of the date on which the employee intends to leave and return to work after maternity leave;
- 8.3. Payments of normal salary will be suspended during this period and the employee will obtain remuneration from the UIF;
- 8.4. The employee is entitled to 4 (FOUR) consecutive months maternity unpaid leave.
- 8.5. The employee will be entitled to commence her maternity leave 4 (FOUR) weeks prior to the expected date of confinement, unless a medical practitioner or midwife certifies that, for the employee's health or that of the baby, maternity leave should commence on a different date. In the latter case such certification must be submitted to the employer as soon as is reasonably practicable.
- 8.6. The employee may not resume work for the first six weeks after the date of confinement, unless a medical practitioner or midwife certifies that she is fit to do so, in which case such certification must be submitted to the employer as soon as is reasonably practicable.
- 8.7. The employee is obliged to notify the employer of the date on which maternity leave will commence and the date of return to work after maternity leave. Such notification must be given 4 (FOUR) weeks prior to the commencement of maternity leave, but if this is not reasonably practicable, as soon as it is reasonably practicable.
- 8.8. The employee will not be allowed to perform work which is hazardous to her health or the health of her child while she is pregnant or nursing her child.
- 8.9. If the employee performs night work or her work poses a danger to her health or that of her child, the employer will, where practicable to do so, transfer her to other suitable work on terms and conditions which are not less favourable than her ordinary employment conditions. This provision is applicable to the employee while she is pregnant and for a period of six months after the birth of her child.

9. FAMILY RESPONSIBILITY LEAVE

- 9.1. Family responsibility leave of 3 days will be granted to the employee per annum for the purposes of the birth of a child, illness of a child and death of an immediate family member as per the personnel policy. In order to qualify for FAMILY RESPONSIBILITY LEAVE, employee
- 9.2. must be in employment for longer than 4 months or work for the employer at least 4 Days a week.

10. CONFIDENTIALITY

- 10.1. The employee shall not during the operation of this agreement or thereafter use for his own benefit or for the benefit of any other person or divulge or communicate to any person except to the employers officials or a customer of the employer whose province is to know Page 6, the secrets of the employer or a customer of the employer or any other information which he may receive or obtain in relation to the employers or a customer of the employers affairs or of the working of any process or invention or marketing technique which is carried on or used by the employer or a customer of the employer.
- 10.2. The employee shall further not divulge or communicate to any co-employee or customer of the employer particulars of his employment as set out in this contract and he is, in particular, to refrain from disclosing any particulars of his remuneration to any co-employee or customer of the employer.
- 10.3. The employee accepts and understands in this regard that a violation of his obligation to keep the foregoing information confidential shall be regarded as a breach sufficiently serious as to warranting cancellation of this contract, alternatively, as misconduct which is sufficiently serious as to warranting the penalty of dismissal
- 10.4. In order to protect the interests, trade secrets and procedure of the company, you are required by your acceptance of this appointment, not to disclose to any person(s) any information as to the company's practices, dealings, business or affairs which may come to your knowledge by reason of your employment with the company during or after termination of employment.

11. EQUIPMENT/UNIFORMS

- 11.1. The employer will provide the employee with the necessary equipment to perform his/her duties as well as all possible safety equipment / clothes provided for by law;
- 11.2. It is the employee's responsibility to maintain and take proper care of such equipment / clothing;
- 11.3. Any losses / damages to any such equipment / clothes due to negligence / carelessness will be remunerated for by the employee;
- 11.4. Any such clothes / equipment remain the property of the employer.

12. RETURN OF ASSETS AND RECORDS ON TERMINATION OF EMPLOYMENT

- 12.1. On termination of his employment the employee hereby undertakes to immediately deliver to the employer all tools and equipment, assets, records, documents, accounts, Letters, notices, memoranda and papers of every description within the possession of the employee relating to the affairs and business of the employer, whether or not they were originally supplied by the employer.

13. DUTIES

- 13.1. The employee's duties will be as per your job description;
- 13.2. These duties may be amended from time to time to suit prevailing circumstances;
- 13.3. The employee is expected, from time to time, to perform duties not directly related to his/her job description. Such will however be within his / her training / ability. The employee will not suffer any remuneration of loss in status while performing these duties and you hereby agree to perform such;
- 13.4. The employee shall be expected to satisfactorily carry out all the tasks and duties normally associated with the position;
- 13.5. The employee agrees and undertakes to obey all reasonable and lawful orders and instructions which may be given by any person employed by the employer who is in a managerial or supervisory position;
- 13.6. The employee confirms that he / she is capable and competent to perform the duties for which he / she has been employed and that he / she has the necessary skills and knowledge to perform competently and to the satisfaction of the employer.
- 13.7. The employer may require the employee to attend from time to time, training courses of development programmes in order to improve the employee's skills, knowledge or experience.

14. BONUSES

- 14.1. A yearly bonus might be paid to the employee depending on the financial status of the business; such bonus is thus paid on management's discretion and is not part of conditions of employment.

15. TERMINATION OF EMPLOYMENT

Applicable notice periods from either side for termination of employment will be as follows:

- 15.1. One (1) week if employed six(6) months or less;
- 15.2. Two (2) weeks if employed for more than six (6) months but less than a year;
- 15.3. Thereafter, two (2) calendar months;
- 15.4. In the event of fixed term contract no notice period shall apply from the employer to the employee;
- 15.5. any such notice should be in writing, failure to give such notice will result in the party who failed to give the agreed upon notice, owing the other party an amount equal to salary for the applicable notice period;
- 15.6. The employee also herewith irrevocably authorizes the employer to deduct such notice and or any outstanding money owed to the employer from any outstanding remuneration due i.e outstanding salary or pro-rata leave money;
- 15.7. Nothing in this contract will detract from the employer's right to terminate this contract with or without notice, in line with the disciplinary code and procedure for reasons of misconduct, poor performance and untowards behaviour warranting dismissal;
- 15.8. Notice of termination of employment may not be given during any period of leave.

16. HEALTH DECLARATION

- 16.1. The employee hereby further declares that his / her health is in sound condition and that he / she is free of any terminal illness;
- 16.2. The employee declares that the moment he / she is infected with any contagious and or sexual disease, excluding HIV / AIDS that holds a danger for fellow employees / customers/ management, he / she will notify management immediately;
- 16.3. The employee agrees to undergo any medical examination that may be required by law or in the instance of the employee seemingly have become unfit for work and hereby give his / her irrevocable consent that the results of such examinations may be availed to the employer who undertakes to treat such confidentially.

17. SECURITY

- 17.1. It is the Employer's policy and the employee herewith irrevocable consents to physical searching up on entering and leaving the premises as well as searching of any bag, container etc. that may be in the employee's possession or under his / her control at any such time.
- 17.2. The employee further irrevocable consents to undergo any possible polygraph testing that the employer may require the employee to undergo and the employee herewith confirms that refusal to undergo such polygraph testing will constitute a breach of the contract of employment.

18. RESTRAINT OF TRADE

- 18.1. The employees agrees that for a period of **12 Months** following the termination of their employment with their employer for whatsoever reason, they shall not either personally or as an employee, consultant or agent for any other reason carry out work of the same nature for any client / customer within the area of the radius of **30km** from the employer's premises and **30km** from the premises of the existing client.
- 18.2. The employee agree that for a period of **12 months** following their termination of their employment for whatsoever reason, shall not either personally or as an employee, consultant or agent for any other entity or employer carry on business in competition with the employer within a radius of **30km** from the employer's premises and further on 30km from the premises of the existing client.

19. CONFIDENTIAL INFORMATION

- 19.1. The employee shall not whether during the currency of this agreement or after it's termination for whatever reason use, disclose or distribute to any person or entity otherwise than necessary for the proper performance of their duties and responsibilities under this agreement or if required any confidential information, messages, data or trade secrets acquired by the employee in the course or performing their service under the agreement thus includes but not limited to information about the employers business.

20. NON-SOLICITATION OF CLIENTS

- 20.1. The employee agrees that for a period of **12 months** following the termination of their employment for whatsoever reason, they shall not, either personally, or as an employee, consultant or agent for any other entity or employer, seek to solicit or carry out any work of the same nature for any client or customer of the employer with which the employee had had any contact or dealings whilst employed by the employer.

21. EMPLOYEES OBLIGATIONS

The **EMPLOYEE** will:

- 21.1. use his special knowledge, training and skills for purposes of promoting the employers business and as required by the employer;
- 21.2. perform services to the employers customers on the understanding that the employee shall adhere to the employers instructions relating to the precise nature and extent of the service so to be rendered, as well as the manner how such service is to be rendered;
- 21.3. perform services at any location, aside from the employers ordinary place of business, as may be required by the employer from time to time;
- 21.4. refrain from any action which may prejudice or be adverse to the employers business or the employers customers;
- 21.5. ensure that his technical knowledge and methodologies are updated and so maintained at all times during the currency of this agreement so as to ensure that his duties are performed in accordance with the best practices applicable to the industry;
- 21.6. ensure that he is readily available, at all times, during the currency of this agreement through, in particular, having a telephone and/or cellular telephone, if required;
- 21.7. not accept any fee or gift from any customer of the employer;
- 21.8. utilise his discretion in the manner in which he is to perform his duties, subject to the condition, however, that the ultimate objective of his services are rendered in the manner as determined or required by the employer or, as the case may require from time to time, the employers customer;
- 21.9. not contact senior members of staff, management or directors of any of the employers customers by phone, e-mail, letter or in any manner whatsoever, to discuss his/their dissatisfaction with any procedure, staff policy, method of doing business or any matter not directly related to the performance of his duties as set out in this agreement, without firstly consulting with a director;
- 21.10. The remuneration shall be payable monthly in arrear and be subject to review at the instance of the employer at any time.

.....
ACCUPLAS

Kindly sign in the space as provided below.

I The undersigned hereby accepts the position offered to me and the conditions of service as herein above. I confirm that I am familiar with the contents of this document and that such was explained to me in my language of preference prior to me signing the document.

I undertake to from time to acquaint myself with any developments, amendments or updates of all the relevant policies, procedures and codes.

I have read all necessary documentation such as the policies / procedures and confirm that I am familiar and understand them very well.

.....
Signature of employee

.....
date

.....
Signature of witness

.....
date