

CONTRACT OF EMPLOYMENT

MADE AND ENTERED INTO BY AND BETWEEN:

with address at:

herein represented by _____ duly authorized hereto
(hereinafter referred to as the "**EMPLOYER**")

AND

with address at:

(hereinafter referred to as the "**EMPLOYEE**")

WHEREBY THE PARTIES AGREE AS FOLLOWS:

1. APPOINTMENT

The **EMPLOYEE**, who hereby accepts the appointment and is appointed as a
_____ for the **EMPLOYER**.

2. DURATION

2.1 This agreement will become affective as from _____ (insert date)
and it will continue for an indefinite period until it has been cancelled in
terms hereof.

- 2.2 The **EMPLOYEE's** appointment (in the instance of new appointments) is subject to a 2 (two) month's probationary period during which period the **EMPLOYER** may terminate the services of the **EMPLOYEE** for any fair reason. One weeks written notice of termination of service to the **EMPLOYEE**, prior to the end of the probationary period will be given.
- 2.3 Substantive and procedural fairness will entail that the **EMPLOYEE** will be given the opportunity to state his / her case in response to the allegations being raised and to a final decision from the **EMPLOYER**.

3. THE EMPLOYEE'S DUTIES

- 3.1 The core of the **EMPLOYEE's** duties towards the **EMPLOYER** is a duty to obey all lawful and reasonable order and to perform such work as she / he is directed to perform which falls within his / her vocational ability.
- 3.2 Without limiting the aforesaid duties, the **EMPLOYEE** is obliged to strictly comply with the provision of this agreement, may not misappropriate the **EMPLOYER's** property, keep all information entrusted to him / her confidential and have to adhere to the general Code of Conduct that governs all relations with co-employees, clients and patients.
- 3.3 The **EMPLOYER** undertakes to draft a duty sheet in accordance with the post description and it will be filed on the **EMPLOYEE's** personnel file.

4. WORK PLACE

The **EMPLOYEE** will execute his / her duties at the following offices:

_____ provided that the **EMPLOYER** may require the **EMPLOYEE** to execute his / her duties at such a place as may be indicated by the **EMPLOYER**. Such an instruction will be given in writing to the **EMPLOYEE**.

5. SERVICE HOURS

- 5.1 Service hours will be from 08h00 until 17h00 on weekdays. It will be expected from the **EMPLOYEE** to work on Saturdays as from

_____ up to _____. The **EMPLOYER** will however not expect of the employee to work more than 45 hours normal hours of work.

- 5.2 The **EMPLOYEE** will be entitled to a meal interval of thirty continuous minutes. Interruptions will normally not be permitted however operational circumstances may justify an interruption whereupon equivalent time off will be given.

6. **REMUNERATION**

The **EMPLOYEE** will be entitled to the following remuneration:

- 6.1 A monthly salary of R _____
- 6.2 (**OPTIONAL**) An annual bonus equal to one month's salary, payable on the **EMPLOYEE's** birthday month (~~*or:~~ at the end every year during December). This bonus will only be paid after the completion of a twelve (12) months continuous service with the **EMPLOYER**.
- 6.3 The **EMPLOYEE** hereby gives permission to the **EMPLOYER** to deduct all obligatory deduction as authorised by statute from the above remuneration.
- 6.4 Overtime will be performed when so reasonably requested by the **EMPLOYER** and the **EMPLOYER** will remunerate the **EMPLOYEE** according to the Basic Conditions of Employment Act of 1997, as amended.

7. **LEAVE**

7.1 **ANNUAL LEAVE:**

- 7.1.1 The **EMPLOYEE** is entitled to 21 (twenty one) consecutive days leave on full pay for each and every annual leave cycle.
- 7.1.2 The said leave shall be granted by the **EMPLOYER** as from a date determined by him at any time during the 12 months cycle but not later than six months after the completion of a 12 month's period.

7.1.3 Upon termination of the **EMPLOYEE's** employment the **EMPLOYER** shall pay to the **EMPLOYEE** his / her full remuneration in respect of any leave which accrued, but not granted to him / her before the date of termination of the employment.

7.2 **SICK LEAVE:**

The **EMPLOYER** shall grant to the **EMPLOYEE** who is absent from work through incapacity during a sick leave cycle of 36 months employment with the **EMPLOYER** sick leave equal to the number of days the **EMPLOYEE** would normally work during six weeks.

During the first six months of continuous employment, the **EMPLOYEE** will be entitled to one days paid sick leave for every twenty six days work.

The **EMPLOYEE** will provide the **EMPLOYER** with a medical certificate when applying for sick leave. The medical certificate must be issued and signed by a medical practitioner or person who is certified to diagnose and treat patients and who is registered with a professional council.

7.3 **MATERNITY LEAVE:**

7.3.1 The **EMPLOYEE** is entitled to unpaid maternity leave for a maximum period of 4 consecutive months commencing at any time from 4 weeks before the expected date of birth unless otherwise agreed upon or on a date as certified by a medical practitioner.

7.3.2 The **EMPLOYEE** will inform the **EMPLOYER** at least 4 weeks before she intends taking maternity leave, of such dates.

7.3.3 The **EMPLOYEE** may not work for 6 weeks after the birth of her child unless a medical practitioner certifies that she is fit to do so.

7.3.4 The **EMPLOYEE** is entitled to commence employment after expiry of the maternity leave.

7.3.5 The **EMPLOYEE** will be entitled to maternity benefits in accordance with the provisions of the Unemployment Insurance Act, 63 of 2001 and the **EMPLOYER** will assist the **EMPLOYEE** in processing her claim against the Unemployment Fund.

7.4 **FAMILY RESPONSIBILITY LEAVE**

The **EMPLOYER** will grant the **EMPLOYEE** during each annual leave cycle at the request of the **EMPLOYEE**, three days paid leave which the **EMPLOYEE** is entitled to take:

7.4.1 When the **EMPLOYEE's** child is born; or

7.4.2 When the **EMPLOYEE's** child is sick; or

7.4.3 In the event of death of the **EMPLOYEE's** spouse, parent, grand parent, child, adopted child or grand child, brother or sister.

7.4.4 The **EMPLOYEE** may take family responsibility leave in respect of the whole or a part of a day and the **EMPLOYER** may require a reasonable proof of the reasons for which the leave is required.

7.5 **ACCRUAL OF LEAVE**

7.6 Leave may not be accrued by the **EMPLOYEE** and in the event of it not being taken, the **EMPLOYEE** will forfeit it.

8. **PUBLIC HOLIDAYS**

The **EMPLOYEE** is entitled to such public holidays on full pay as are determined by law.

9. **TERMINATION**

9.1 This agreement may be terminated by either party by giving a one month's written notice of termination of service the one to the other, provided that such notice must be given on the 1st day of the particular month.

9.2 The period of notice shall not be given during the **EMPLOYEE's** absence on leave as determined herein.

10. CERTIFICATE OF SERVICE

On termination of employment an **EMPLOYEE** is entitled to a Certificate of Service, the particulars whereof is detailed in the Basic Conditions of Employment Act.

THUS DONE AND SIGNED at _____
on this _____ day of _____ 2005

EMPLOYER

EMPLOYEE