

PERMANENT CONTRACT OF EMPLOYMENT

Entered, by and between:

(hereafter the employer)

and

(hereafter the employee)



1. **DATE OF APPOINTMENT:** _____
2. **JOB TITLE** : _____
3. **JOB DESCRIPTION** : (See attached Annexure 3(1))
4. **PROBATION PERIOD: APPLICABLE / NOT APPLICABLE**

This probation period is subjected to a three (3) month period as from _____ to _____. During the first four (4) weeks of the probation period any one of the parties may end the contract by giving one (1) weeks' notice. After this period, the normal notice period will be valid (see point 16).

5. **COMPENSATION:**

5.1 **Wages/Salary**

Payment of the under-mentioned wages / salary will be made weekly/fortnightly/monthly, in cash / via electronic transfer into the bank account of employee, before or on the _____ of each week/ fortnight / month:

Basic: R _____ (_____) per day/week/fortnight /month

5.2 **Bonus**

A discretionary bonus can be paid yearly by the employer, depending on the general performance of the employee / economic situation of the company.

6 **WORKING HOURS:**

It is agreed that the employee will work _____ days per week

6.1 **Time and Wage Register**

The employee undertakes to adhere to enter the hours he / she works each day in a daily time and wage register. The employer undertakes to enter the make-up of the weekly/monthly wages in a time and wage register and, if the employee so desires, hand the employee a copy of same with his/her wages.

6.2 **Ordinary Hours of Worked**

- ☐ Monday to Thursday : _____ h _____ to _____ h _____;
- ☐ Friday : _____ h _____ to _____ h _____;
- ☐ Saturday : _____ h _____ to _____ h _____.
- ☐ Sunday : _____ h _____ to _____ h _____.

6.3 **Overtime**



The employee agrees to work overtime from time to time. This will not exceed three (3) hours per day and ten (10) hours per week, unless the employee is employed in a managerial position.

Payment of overtime will be done as follows, calculated as an hourly amount:

6.3.1 Normal working days:

Hours worked x 1½ x hourly wage.

6.3.2 Sundays and Public Holidays

Compensation for overtime worked on Sundays and public holidays, is calculated as follows:

Hours worked x 2 x hourly wage.

6.4 **Lunch Break**

The employee will be entitled to a daily lunch break of _____ minutes. Lunch breaks will be taken from ____ h ____ to ____ h ____, OR if the employee is employed to serve clients, this lunch break will be taken during times that no clients must be served by the employee.

7 **LEAVE:**

The employee will be entitled to twenty-one (21) (consecutive days) / (15) (working days) paid leave, after each twelve (12) month period worked. The parties will yearly negotiate when leave will be taken.

During the first twelve months of employment the employee will be entitled to one-day vocational leave for every 17 days worked. New leave cycles start every year in January.

8 **PUBLIC HOLIDAYS:**

The employee is entitled to all public holidays, including but not limited to:

New Year's Day	01 January	Youth Day	16 June
Human Rights Day	21 March	National Woman's Day	09 August
Good Friday	25 March	Heritage Day	24 September
Family Day	28 March	Day of Reconciliation	16 December
Freedom Day	27 April	Christmas Day	25 December
Worker's Day	01 May	Day of Goodwill	26 December
Public Holiday	02 May		



9 SICK LEAVE:

The employee is entitled to thirty (30) days (in case of a 5 day worker) or thirty-six (36) days (in case of a 6-day worker), sick leave per three-year cycle. During the first six (6) months of service, the employee is entitled to one (1) day sick leave for each twenty-six (26) days worked.

If the employee is absent (off sick), for two (2) consecutive days or more, he/she must produce a medical certificate from a registered physician. If this is not done, it will be unpaid leave.

10 FAMILY RESPONSIBILITY LEAVE:

After completion of four (4) months service, the employee is entitled to three (3) days family responsibility leave, which can be taken under the following circumstances:

- ☐ birth of child (male employee) or if the child is sick;
- ☐ Death of parents, adopted parents, grandparents, child, adopted child, grandchild, brother or sister.

This can be taken as a full day or part of a day. The employer reserves the right to request reasonable proof, in this regard (i.e. death Certificate, Medical Certificate etc.)

11 MATERNITY LEAVE:

A female employee is entitled to four (4) months unpaid maternity leave. This can be taken four (4) weeks before the expected birth date. The employee may only return to work six (6) weeks after the child is born. The employee can only return earlier than that if a registered physician has confirmed in writing that such an employee is fit for work.

12. PARENTAL LEAVE:

An employee, who is a parent of a child, is entitled to at least ten consecutive days parental leave, when the employee's child is born, or adoption is granted; or the child is placed in the care of a prospective adoptive parent by a competent court, pending the finalization of an adoption order.

13 ADOPTION LEAVE:

An employee who is an adoptive parent of a child who is below the age of two, is subject to section 25(6), entitled to at least ten weeks consecutive adoptive leave; or ten consecutive days parental leave when adoptive is granted, or the child is placed in his /her care as prospective adoptive parent by a competent court, pending the finalization of an adoptive order.

14. COMMISSIONING PARENTAL LEAVE:

An employee, who is a commissioning parent in a surrogate motherhood agreement is subject to section 25(6), entitled to at least ten weeks consecutive commissioning parental leave; or ten consecutive days parental leave when his /her child is born as a result of a surrogate motherhood agreement.

15 DEDUCTIONS:

The employee agrees that the following deductions can be made from his/her wages/salary:

- ☐ damages or losses caused by negligence;
- ☐ payment of loans;
- ☐ any statutory deductions (i.e. UIF, PAYE etc.); and
- ☐ other (that has been negotiated and agreed upon in writing).

16 LOANS:

The employee agrees that, if the employer has loaned him/her money, deductions plus _____ % interest can be deducted from his/her wages/salary.

17 BREAKAGE:

The employee agrees that any valuable articles, specifically pointed out to him/her, will be handled with the greatest care. The employee also accepts that he/she can be held liable for any damage to the mentioned articles broken on purpose or by negligence. The employee also agrees that losses incurred by the company due to negligence or poor work performance can also be deducted from the salary of the employee.

18 HANDLING OF PERSONAL INFORMATION:



The employee will treat and handle all Company and client related information according to and or in line with the requirements captured in the Protection of Personal Information Act (POPIA); No 4 of 2013. Not adhering to such requirements, will lead to disciplinary action being taken against him/her in line with the Company's Disciplinary Procedure, referred to in clause 16 below.

19 DISCIPLINE:

The employee undertakes to do his/her work diligently and to execute all reasonable and lawful instructions from the employer. He/she undertakes to be bound by the disciplinary code, which is attached hereto as **Annexure 1(1)** and all policies and procedures, set out by the employer (whether extended / amended).

20 CONFIDENTIALITY AGREEMENT:

The employee agrees to sign the confidentiality agreement attached hereto and undertake to adhere to document implemented.

21 TERMINATION OF SERVICE:

The parties agree that at termination of service (except for the probationary period and disciplinary measures) either party will give to the other written notice as follows (Refer also to point 4):

- One (1) week, if the employee has been employed for six months or less.
- Two (2) weeks if the employee has been employed for more than six months, but less than twelve months
- Four (4) weeks if employee has been employed for more than twelve months.

If an employee terminates the contract without giving the proper notice, the employer will deduct an amount equal to the period of notice the employee did not give from the final payment due to him.

22 SERVICE CERTIFICATE:

At termination of service the employer will supply the employee with a service certificate. This will not apply if the employee absconded.

Signed at _____ on this _____ day of _____
20 ____.



EMPLOYER

EMPLOYEE



SA Childcare Association
Stronger Together!