

September 6,
2018

CONTRACT OF EMPLOYMENT

Between

CYMBIDIUM SAFETY GROUP (PTY) LTD.

(Registration: _____)

(hereafter referred "the Employer")

Domicilium Citandi et Executandi:

8 Skietlood Street
Isando Ext. 3
Kempton Park
Johannesburg

and

(Identity Number: _____)

(hereafter referred „the Employee“)

Domicilium Citandi et Executandi:

Caring for Life

8 Skietlood Street, Isando, Kempton Park, Johannesburg. P.O. Box 178, Isando, 1600
Tel +27 (0) 11 049 4100 | **fax** +27 (0) 11 974 5422 | **email** enquiries – info.jhb@suprahealthcare.com

email orders – orders.jhb@suprahealthcare.com | www.suprahealthcare.com

Company reg. no. 2007/027848/07 | Directors: O. Moatshe (Mr) :| VAT reg. no. 4220116349

agree upon the following

1. **APPOINTMENT**

We have pleasure in confirming your appointment as _____ with effect from _____, irrespective of the signature date hereto. You will report directly to _____ of the Company.

The employer reserves the right to transfer or second the employee to an alternative position within the Company should the exigencies of employer's business so dictate, provided that such alternative position shall, on the whole, be not less favourable to the employee than the position to which the employee is appointed in terms of the above.

The employment of the Employee is subject to a vetting process and the Company reserves the right to cancel and / or revoke the offer of employment and Contract Agreement if and when any discrepancies / non-disclosure is recognized that would hinder further employment. Providing of falsified information or documentation will lead to immediate cancellation of this agreement and is constituted as a criminal offence.

2. **PROBATION PERIOD**

It is specifically recorded that the Appointment is subjected to the successful completion of a probationary period of no less than (six) **6-months** from the commencement of employment.

The employee will be subjected to monthly assessments to which he / she is required to familiarise themselves with the Company Culture, Policies, Procedures and Job Description in terms of meeting the job requirements.

Failure to meet such expectations may lead to this agreement being terminated as aligned to Legislative indicators.

The Company reserves the sole discretion in extending of the set Probationary period where deemed required for further assessment and / or interventions.

3. **PLACE OF WORK**

Your normal place of work will be at _____ and you will be required to render services at other sites within the Company from time to time or as per Operational Requirements, which would include secondment per a period as determined by the Company.

The employee is required to adhere to the Company Time and Attendance Policy / regulations which is implemented from time to time. Failure to comply and / or record set time and attendance will result in Disciplinary Actions and / or deemed in a serious manner.

4. WORKING HOURS AND OVERTIME

You are required to complete no more than **45-hours per week** (excluding lunch) as per Legislation and in line with the Company provided work schedule as determined by the Employer from time to time.

Your working hours are however set by the Company to be **Monday to Friday**. The Employee may be required to perform duties or tend to Business required services on Saturdays, to which such notice will be provided in advance by the Company.

The employee is entitled to **1 (one) hours'** lunch break as regulated by Legislation, which does not form part of your ordinary working hours.

Overtime is not a right and may not be used to supplement income / earnings. Overtime must be via an agreement between the Employer and Employee that is reviewed on a regular basis for need and requirement.

Overtime leads to a financial implication on the business and will be measured and controlled at all times. Overtime must be requested and approved prior to commencement, in line with emergency work and / or urgent tasks at hand.

The Company is not required to remunerate the employee for overtime worked if such overtime is due to the direct negligence of the employee and / or due to lack of performance in completion of responsibilities.

Overtime is only calculated from the time and completion of Normal Working Hours, therefore after completion of the 45-hours (working) per week.

Employees earning above the threshold will not be paid for overtime, however an agreement on compensation and / or time off can be as per agreement by both parties.

5. REMUNERATION

Your remuneration package is hereby confirmed and agreed to be:

Basic remuneration per month	R	x	(before statutory deductions)
Medical Aid Allowance	R	x	(50 / 50 contribution)
Cell phone Allowance	R	x	
COST TO COMPANY PER MONTH	R	x	
COST TO COMPANY PER ANNUM	R	x	

Statutory payments and / or other court ordered deductions (*i.e PAYE, UIF, garnishee orders, etc,)* will be deducted from your remuneration.

Your net remuneration will be transferred into a bank account as nominated by yourself on the **25th of each month** but no later than the last working day of the month via EFT.

Salary reviews will be considered annually by the Company upon the availability of Financial Statements. There is no guarantee of reviews or annual increases as this would be dependent upon the Company Financial stability.

5.1. **Medical Aid Allowance**

The employee is entitled to 50% contribution of the Medical Aid contributions of his / her respective and selected medical aid coverage.

In order to annually qualify for the allowance, the employee must submit the respective Medical Aid Certificate by no later than 15 January annually (as proof of membership).

Failure to comply with the set submission date, will cause the allowance to be suspended and / or cancelled.

5.2. **Cell Phone Allowance**

The employee is provided with a Cell Phone Allowance to the value of **Rxx**, as contribution and allocation of Company funds for utilization in terms of Business requirements.

The employee is required to adhere to the Company policy in terms of availability to which it is expected that the phone be fully charged, and airtime loaded for receiving and conducting business and kept in good maintenance. The Employee is therefore required to ensure that any and all Company related required applications be loaded and utilized in terms of the Policy (e.g. ERS App).

Failure to comply and / or follow the Company terms will result in serious Disciplinary actions / related charges and the suspension / removal of the allocated allowance.

6. LEAVE ENTITLEMENT

The leave cycle refers to a **12-month** employment cycle, commencing from date of engagement (*anniversary cycle*).

Your leave entitlement will be **15-working days** per annual leave cycle or alternatively **1.25 days for every completed month**.

Leave are accrued to a maximum of **20-days**. Employees are to ensure that leave is taken in terms of the Company Leave Policy.

Employees will be provided with **12-month** in which to take the entitled leave with an additional **6 (six) months** from the date of leave cycle commencement. Employees will only be entitled to paid leave, if such leave is applied for and approved prior to commencing of the leave period. Employees are required to ensure that all accrued leave is utilized within the extended (six) 6-months or will be placed on forced leave.

The Company has an annual shut down period that is applicable to areas of non-essential services. You will be required to submit leave for the period of shut down.

No leave will be granted or may be taken during a Termination Notice Period. Leave pay-out will be relevant to a current leave cycle entitlement and / or entitled leave credit at the date of termination.

7. SICK LEAVE ENTITLEMENT

The leave cycle runs consecutively with your Annual Leave cycle and you are therefore (as per Legislation) entitled to **30-working days over a 36-month period (3-years)**.

During the first (6) six months of employment, you will be entitled to **1-day for every 26-days worked**. Upon completion of the first 6-months, your leave cycle will be aligned to the above stipulations / entitlement.

Sick Leave will only be granted to employees that submit a valid Medical Note duly authorized and in line with HCPSA regulations. The Company reserves the right to scrutinize and verify any sick note submitted.

You are required to submit such sick note within 24-hours of your return to work. Communication in regard to the period of absence must be communicated to both your Line Manager and HR within 1-hour of your shift commencing.

In the case whereby an employee is booked off sick by a Medical Practitioner during his / her Leave period, such sick note must be submitted upon your return to work and the leave days will be credited to your entitlement.

Employees are allowed to call in sick for a period not exceeding **2-working days** without a sick note. You may not call in sick without a sick note for a period exceeding **8 consecutive weeks**. Misuse of sick leave and / or falsified submission of illness is a dismissible offence.

8. MATERNITY LEAVE (IF APPLICABLE)

An Employee is entitled to at least **four consecutive** months' maternity leave. An Employee may commence maternity leave

- At any time from four (4) weeks before the expected date of birth, unless otherwise agreed;
- On a date from which a medical practitioner or a midwife certifies that it is necessary for the employee's health or that of her unborn child.

No Employee may work for (six) **6-weeks** after the birth of her child, unless a medical practitioner or midwife certifies that she is fit to do so.

In the case of a miscarriage, during the 3rd trimester of pregnancy or bears a stillborn child is entitled to maternity leave for (six) 6 weeks after the miscarriage or stillbirth.

Employee must notify the Employer in writing (unless unable to do so) of the intended commencement of the maternity leave and return date from maternity leave. This notification to commence maternity leave must be done (four) 4 weeks before the commencement date.

The Company will provide the Employee with a salary / remuneration (as per approval from the HOD), upon agreement reached in terms of such payments. The Employee is required to claim the remaining remuneration from Unemployment Insurance Fund for the duration of the Maternity Leave.

9. FAMILY RESPONSIBILITY

Employees whom has been employed more than (four) 4-months and who works at least (four) 4-days per week are entitled to (three) 3-days Family Responsibility Leave on full payment per annum (linked / aligned with Leave Cycle).

Family Responsibility leave lapses at the end of the year and may not accumulate. This leave only applies to, when:

- Birth of the Employee's child;
- When the Employee's child is sick;
- In the event of death of
 - o Employees spouse or life partner;
 - o Employee's parents, adoptive parent, grandparents, child, adopted child, grandchild or siblings.

NOT FOR spouse's parents or siblings (only direct blood family).

Proof must always be provided in the cases as mentioned above.

10. TERMINATION

It is specifically recorded that this contract may be terminated at any stage for misconduct, incapacity, poor performance or the operational requirements of the Company or for any reason justified by law.

If the employer or the employee intends to terminate this contract, the relevant party shall give the other party notice in writing and the following notice periods will apply:

- 10.1 During the first 6 (six) months of employment, not less than 1 (one) week.
- 10.2 Longer than 6 (six) months of employment but not yet one year 2 (two) weeks.
- 10.3 After 1 (one) year of employment: 4 (four) weeks notice.

The periods of notice set out above, shall not be applicable:

- 10.4 In cases of termination with immediate effect, or summary dismissal in the event of disciplinary procedure;
- 10.5 In the case of desertion or unauthorized absence for more than 3 (three) working days.

Should the employee fail to give sufficient notice of termination of service the employer would be entitled to withhold an amount of the salary/wage/leave pay or any money which is due by the employer to the employee, equal to the period of notice she was supposed to serve.

Notwithstanding anything to the contrary stated herein, disputes relating to increases in remuneration or benefits may not be referred to Arbitration, unless consented to by both parties in writing.

10.1. Dismissal for Incapacity

Should the employee be or become incapable of performing his / her duties as expected due to ill-health or injury or because of poor work performance, the employer shall follow the guidelines set out in Schedule 8 of the Labour Relations Act.

10.2. Retrenchment

The Employer shall reserve the right to terminate this agreement / contract for reasons based on Section 189 of the Labour Relations Act.

The Employee will have the right to a Severance payment in terms of Section 189 of the LRA if and when this agreement is terminated due to implementation of Section 189 of the LRA.

11. BUSINESS VEHICLES

In the event that the employee drives a Business vehicle, the employee must ensure that he / she is familiar with the Company Policy on usage of Company Vehicles. The employee resumes the responsibility for safeguarding, utilization and conducting Business with the set vehicles / asset and will be responsible for any and all damages, fines and / or reported contraventions of the Law.

A pre-trip inspection must be conducted in terms of the vehicle maintenance prior to utilization. A post-trip inspection will also be conducted to determine any defects, damages, etc.

Where an employee is in an accident with the Business Vehicle, due to negligence, wilful or unlawful conduct, the employee remains solely responsible for damage costs incurred as a result of such actions.

A business vehicle may not be utilized for private business / purposes and a private person may not be transported in such vehicles at any time. The employer is indemnified against any action due to an employee's failure to comply with this provision.

Employee must ensure that the security measures within the vehicle is activated and / or utilized at all times e.g. gear lock, alarm, etc.

12. EMPLOYEE COMMUNICATION

Employees are not permitted to utilize Business equipment / assets, *inter alia*, telephones, facsimiles, cell phones and computers for private purposes without the explicit consent of the Employer, unless such usage is deemed to be an emergency.

The Employer reserves the right to access, monitor, read, filter, block, delete, use and act on any incoming and outgoing emails messages, send or received by the employee, attachments to such emails, hyperlinks in such email messages or attachments, websites accessed by the employees and files or records saved automatically, or by the employee on the employer's equipment / assets.

13. TRAINING

The Business is committed to Skills Development of all employees in terms of required training and / or further education.

The Business will support the employee in training, if and where such training is directly linked to his / her position in terms of progression and / or upskilling.

The Employee will be required to undertake an agreement in terms of training costs incurred, which is deemed repayable in the event that the Employee terminates this agreement and / or is dismissed in terms of the Disciplinary Code.

14. OBLIGATIONS/DUTIES OF EMPLOYEES

During the duration of this this agreement with the Company, the employee will:

- 14.1. Devote her full attention, time and ability to the undertaking of the employer, as well as to obey all legal instructions and requirements of the employer.
- 14.2. In no way be employed, directly or indirectly in the service of any other person(s), without the written consent of the employer.

15. EXCLUSIVE SERVICES AND RESTRAINT

The appointment under this contract is a full-time appointment and the employee shall devote full commitment, energy and attention to the employer's core business.

The employee shall not at any time during the continuance off this contract be directly or indirectly engaged, concerned or interested, whether for reward or otherwise, in any other trade, business or profession without the explicit written consent of the employer.

The Employee shall not, whilst employed by the Employer, or for a period of no more than 12-months after leaving the employment of the Employer:

- 15.1. Set up business or form part of any business, in any capacity whatsoever, in competition with the Employer within each of the municipalities which include Business Operations of the Employers' area of operations;
- 15.2. Solicit or otherwise approach any of the actual, prospective or potential customers / clients of the Employer who have been actual or prospective customers / clients of the Employer during the last 12-months of the Employee's employment with the employer; and / or
- 15.3. Solicit or otherwise approach any employee of the Employer (who are employees at the date of the Employee's termination or within 6-months of the termination of the

Employee's employment) with a view to encouraging them to leave the employment of the Employer.

The employee undertakes not to disclose any confidential information to any third party or entity during the operation of this contract or after its termination for a period of 1 (one) year, unless the employer specifically agrees. Trade secrets include the following, which list will not be regarded as exhaustive; man-hour tariffs, logistic techniques, proposal contents, client contacts, etc.

16. SAFETY MEASURES

The employee will strictly adhere to all safety measures announced from time to time by the employer. Non-compliance will be considered to be serious misconduct, and the employer is hereby indemnified by the employee towards any liability resulting from an injury or illness as a result of non-compliance with safety measures.

17. ANY OTHER CONDITIONS OF EMPLOYMENT

The further conditions of your employment with the Company are as set out in the respective Policies and Procedures as provided and reviewed by the Company from time to time.

In the event of discrepancies between this Contract of Employment and the Policies is noted, this Contract of Employment will take precedence with reference to respective Legislation.

18. NON-VARIATION

The parties agree that no variation of, addition to, cancellation or novation of this Contract of Employment in its entirety or of any term or condition thereof shall be of any force or affect, unless such amendment or cancellation is reduced to writing and signed by all parties.

19. COMPANY INSTRUCTIONS, POLICIES AND PROCEDURES

It is your responsibility to fully acquaint yourself with the Company, Policies and Procedures.

The Company reserves the right to search all employees entering and exiting the premises of the Company in line with Risk Management and Safety / Security measures.

20. CONFIDENTIALITY CLAUSE

The employee shall not, either during the continuance of his or her employment under this agreement or thereafter, use for his or her own benefit or otherwise to the detriment or prejudice of the Company or, except in the proper course of his or her duties, divulge to any person any trade secret or any other confidential information concerning the business or affairs of the Company which may come to the employee's knowledge during his or her employment.

CONFIDENTIAL

In particular, the employee shall not at any time during or after termination of his or her employment with the Company, reveal to any person, firm or corporation, any of the trade secrets, technical know-how and data, drawings, systems, methods, software, processes, lists, programs, marketing and/or financial information, confidential information, or any information concerning the Company, functions, transactions or affairs of the Company or any details of the customers of the Company or their requirements regarding the services provided to them by the Company, and shall not use or attempt to use any such information in any manner which may injure or cause loss either directly or indirectly to the Company or may be liable to do so.

21. ACCEPTANCE

You are required to indicate your acceptance of this **Contract of Employment** by initialling each page and countersigning the document in full.

By signing this **Contract of Employment**, you confirm that –

- you are aware of the requirements of the Occupational Health and Safety Act, in particular Section 14 (*copy attached*), and that you will comply with the requirements of the Act;
- you are completely able and skills to perform the responsibilities as per the Position Profile; and
- you will comply with the Company Time and Attendance requirements as well as comply with all Safety / Security measures; and
- you will always familiarize yourself with all Policies and Regulations and abide by such stipulations, be respectful in your dealings with Management, Clients and co-workers.

We take this opportunity to welcome you to our Company and wish you a successful career with us.

Signed at _____ on this _____ day of _____ 2018

x.

HUMAN RESOURCES

HEAD OF DEPARTMENT

EMPLOYEE

Attachments

Please complete the following employment forms:

- Employee Information Form
- Position Profile (Advertisement of Position)

Please take note of the following, also enclosed:

- Section 14 of Occupational Health & Safety Act

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