

F&Y Furniture Manufacturers CC – Reg No: 1998 / 036814 / 23

**Furniture Manufacturers & Importers of Quality Furniture**

H/O 40 Berg Road, P O Box 10083, Marburg, 4252

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**CONTRACT OF EMPLOYMENT**

**(BCEA)**

**BETWEEN**:

**NAME OF EMPLOYER: F&Y Furniture Manufacturers CC**

**REG NO.** **1998/036814/23**

**ADDRESS: 40 Berg Road, Marburg, 4252**

(Herein after referred to as "**THE EMPLOYER**")

 **and**

**NAME OF EMPLOYEE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**ID NO: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**OCCUPATION: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

(Herein after referred to as "**THE EMPLOYEE**")

The parties hereby agree that the Employee will be employed subject to the following conditions:

1. **COMMENCEMENT DATE**

 This contract of employment will **commence** on **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.**

1.1 **Fixed Term Appointment**

The employee is hereby appointed for a limited duration (of \_\_\_\_ (\_\_) month[s] / year[s]) and this contract will automatically **terminate** on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, without notice, as referred to in clause 16 below. This contract is a no way a promise or guarantee of any future or permanent employment with the employer.

OR

1. **Probation period**

The employee is appointed for a probation period of \_\_\_ (\_\_\_\_\_\_) months.  The employer shall be entitled to terminate this contract prior to the expiring of the probation period, due to the employee's misconduct, incapacity or due to operational reasons. The employer undertakes to follow all relevant procedures and guidelines as set out in the schedules to the Labour Relations Act, 1995, as amended.

OR

1.1     **Permanent Appointment**

The employee is hereby permanently appointed. The employer shall be entitled to terminate this contract based on the employee’s misconduct, incapacity, or, due to operational reasons etc. The employer undertakes to follow all relevant procedures & guidelines as set out in the schedule to the Labour Relations Act, 1995, as amended.

1. **APPOINTMENT AND JOB DESCRIPTION**

2.1 The employee is appointed as: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** to render services generally associated with this position.

1. **PLACE OF WORK**
	1. The employee will work at the following address **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** or any other place(s) as the employer may from time to time direct.
	2. The employee is personally responsible for arriving at the place of work on time.
2. **HOURS OF WORK AND OVERTIME**
	1. The employee will work 45 (forty-five) hours per week, allocated as follows:

***Monday – Friday = 9 hours per day***

***Lunch break = 1 hour***

***Saturday = 5 hours***

* 1. The employee agrees to work overtime if the nature of the business requires such overtime to be worked and, if so required by the employer, on reasonable notice. Time worked in excess of normal working hours and exceeding 45 (forty five) hours per week will be deemed to be overtime only if the employee was required by the employer to work such overtime and shall be subject to the maximum hours of overtime as prescribed in clause 10 of the Act.
	2. The rate of pay for overtime worked (except on Sundays and Public Holidays), will be 1, 5 (one and a half) times the employee's hourly wage,

The employee herby agrees that the employer may average the employee’s ordinary hours of work and overtime over a period of up to 4 (four) months, subject to the maximum average of 45 (forty five) ordinary hours and 5 (five) hours overtime per week, over the agreed period.

1. **SUNDAY WORK**
	1. The employee undertakes to work on Sundays, if so required by the employer.
	2. Should the employee work on a Sunday, and if:

5.2.1 The employee ordinarily works on a Sunday, he/she will be entitled to – **1 ½ (one and a half) times his/her wage, for each hour worked**;

5.2.2. The employee does not ordinarily work on a Sunday, he/she will be entitled to – **Double his/her wage for each hour worked**;

5.2.3. The employee works less than his/her ordinary shift/hours on a Sunday and the payment in terms of clause 6.2.1 and/or 6.2.2 above is less than the employee’s ordinary daily wage, he/she will be entitled to – **his/her ordinary daily wage.**

* 1. If a shift worked by an employee falls on a Sunday and another day, the whole shift is deemed to have been worked on the Sunday, unless the greater portion of the shift has been worked on the other day, in which case the whole shift will be deemed to have been worked on the other day.
1. **PUBLIC HOLIDAYS**
	1. The employee shall be entitled to the following paid public holidays:

 ***New Year’s Day, Human Rights Day, Good Friday, Family Day, Freedom Day, Worker's Day, Youth Day, National Women's Day, Heritage Day, Day of Reconciliation, Christmas Day, Day of Goodwill or any other day so declared in terms of the Public Holiday Act,***

6.2 In the event of the Public Holiday falling on an ordinary workday and the employee does not work on any of the above days, he/she will be entitled to at least his/her ordinary daily wage for such a Public Holiday.

6.3 The employee however undertakes to work on any public holiday, if so required by the employer. Should the employee work on the public holiday and:

* + 1. The public holiday falls on an ordinary working day, the employee will be entitled to - At least double his/her ordinary daily wage **or** his/her ordinary daily wage *plus* the amount earned by the employee for time worked on that day, whichever is the greater;
		2. The public holiday falls on a day which is not an ordinary working day, the employee will be entitled to - his/her ordinary daily wage *plus* the amount earned by the employee for work performed on that day.
	1. Payment for work done on a public holiday shall be effected on the employee’s usual pay day.
1. **NIGHT WORK**

The employee undertakes to work at night, if so required by the employer, at the normal wage rate but subject to the maximum ordinary hours and overtime described above. The employee is entitled to payment of an allowance or paid time off as mutually agreed between himself/herself and the employer for night work performed on a regular basis between the hours of 18:00 and 06:00.

1. **REMUNERATION**

 8.1 The employer shall pay the employee **\_\_\_\_\_\_\_\_\_\_\_\_\_** (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) per monthly, fortnightly ot weekly by                       Electronic Funds Transfer.

8.2 The employee must ensure that the details provided are true and correct.

9) **ANNUAL LEAVE**

The employee shall be entitled to paid leave calculated at the rate of one day of paid leave for every 17 (seventeen) days the employee had worked, or was entitled to be paid.

1. **SICK LEAVE**

10.1. If the period of duration of the agreement is longer than 36 (thirty six) months, the employee shall during that sick leave cycle of 36 (thirty-six) months’ employment with the employer, be entitled to an amount of paid sick leave equal to the number of days the employee would normally work during a period of 6 (six) weeks. During the first 6 (six) months of employment, the employee shall be entitled to 1 (one) day's paid sick leave for every 26 (twenty-six) days worked.

10.2 In the event of the duration of the agreement not exceeding 36 (thirty six) months, the employee shall be entitled to 1 (one) day's paid sick leave for every 26 (twenty-six) days worked.

1. **MATERNITY LEAVE (If applicable)**
	1. The employee shall be entitled to 4(four) consecutive months maternity leave, commencing 4 (four) weeks before the expected date of birth or such other date as a medical practitioner or midwife may deem necessary.
	2. The employee shall at least 4 (four) weeks in advance, notify the employer in writing of the date of commencement of maternity leave and the date of return to work after maternity leave. The employee may not work for a period of 6 (six) weeks after the birth of her child, unless a medical practitioner or midwife certifies that she is fit to do so.
	3. Should the employee, fail to return to work on the return date specified by her or agreed with the employer, without a valid reason, her absence will be treated as unauthorised and may result in the termination of her service.
	4. The employee will not be entitled to remuneration during her maternity leave period, but may claim maternity benefits as laid down in the provisions of the Unemployment Insurance Act,
2. **FAMILY RESPONSIBILITY LEAVE**
	1. The employee will only be entitled to family responsibility leave after 4 (four) months of continuous service with the employer and if he/she works for at least 4 (four) days a week for the employer.
	2. The employee shall be entitled to 3 (three) days paid leave during each cycle of 12 (twelve) months of employment with the employer. This will be granted only for the birth or illness of a child or in the event of the death of the employee’s spouse, life partner, parent, adoptive parents, grandparents, child, adopted child, grandchild or sibling.
	3. The employee shall notify the employer of the event, which necessitates the employee's absence, as soon as possible.
	4. The employee shall not be entitled to payment for the absence unless the employee furnishes the employer with proof of the circumstances necessitating the absence.
	5. Unused family responsibility leave will lapse at the end of each cycle of 12 (twelve) months’ service.
3. **PARENTAL LEAVE**

 13.1 An employee who is a parent of a child is entitled to Parental Leave of at least **10 consective days**.

 13.2 The employee may commence leave:

* On the day the child is born;
* On the date that the adoption order is granted or the date that a competent court places a child in the care of a prospective parent, whichever date is sooner.
* The employee must notify the employer in writing, at least **1 Month** before paragraph 14.2 above of the date on which he intends taking leave and his expected date of return.
1. **TERMINATION OF CONTRACT**

If the employee intends to terminate this contract, he/she shall give the employer notice in writing and the notice periods refered to hereunder will apply. If the employer intends to terminate this contract prior to expiration of the period for which it provides, he/she shall follow the prescribed and applicable procedures prior to terminating the agreement and shall then give the employee notice in writing. The following notice periods will apply:

14.1 During the first 6 (six) months of employment: at least 1 (one) weeks’ notice.

14.2 Longer than 6 (six) months service but not yet one year: at least 2 (two) weeks’ notice.

14.3 After 1 (one) year of employment: at least 4 (four) weeks’ notice.

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

* + 1. In the case of summary dismissal in the event of disciplinary procedure.
		2. In the case of desertion or unauthorised absence for more than 5 (five) working days.

14.5 The employer shall have the right to pay the employee in lieu of notice.

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

 period of notice he/she was supposed to have served.

1. **CLOTHING EQUIPMENT AND TOOLS**
	1. Should the employer issue the employee with any clothing, equipment or tools for the purpose of the employee's work, such items shall at all times remain the property of the employer. The employee shall be responsible for the safe custody, maintenance and cleaning thereof and shall return such items in good condition, given fair wear and tear, on the employers’ request. If the employee fails or refuses to return it, he/she authorises the employer to with- hold such reasonable amount, representing the value thereof, from any monies due to the employee.
	2. Should the employee damage or lose any property of the employer due to negligence or wilfulness, the employer may deduct such damage or loss from the employee’s wage / salary, providing that such deduction may not exceed 25% (twenty five) of the employee’s wage / salary at a time, and only after an inquiry into the circumstances of the incident was held.
2. **CONFIDENTIALITY**

The employee shall refrain from disclosing any confidential information to any third party or entity during the operation of this agreement or after its termination, unless the employer specifically agrees. Breach of this clause may lead to disciplinary action against the employee.

1. **CONFLICT OF INTEREST**

The employee will refrain from any conflict of interests with the employer and will not engage him/herself in any business/undertaking or activity or commit any action, whilst employed by the employer, which directly or indirectly is or may be to the detriment of the employers’ business, and which causes a conflict of interest, unless the employer consents in writing.

1. **GENERAL**

All rules and policies announced from time to time by the employer will form an integral part of this agreement. The employee must notify the employer in writing, within 7 (seven) days, of any change of his / her address.

SIGNED AT \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ON THIS \_\_\_\_ DAY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**WITNESS 1** **EMPLOYEE**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**WITNESS 2** **EMPLOYER**

* ***Both parties and witnesses must initial all the other pages of this contract and deletions.***

**Employee Additional Information Form**

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Initials: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

First Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Second Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Surname: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ID No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of Birth: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Residential Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tax Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Marital Status: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Language: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Ethnic Group: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Gender: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Cell phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Bank Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Account Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Bank Account Type: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Branch Code: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Pay Method: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Account Relationship: \_\_\_\_\_\_\_\_\_\_\_\_\_

Next of Kin: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Relationship: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Residential Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_