Example of an Employment Contract

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A comprehensive contract which states such details as salary, hours of work, disciplinary codes and other employment details has the benefit of being signed by both parties and is therefore legally binding.

 Every employee is entitled to an employment contract, no matter what industry you work in. Below we provide an example of what an employment contract could look like and what items should be included in every employment contract. Take note that details will obviously change according to one's place of employment.

Name & Address of employer: \_\_\_\_\_\_\_\_\_\_\_\_\_

(herein after referred to as "the employer")

and Name & Address of employee: \_\_\_\_\_\_\_\_\_\_\_\_\_

(herein after referred to as "the employee")

1. Commencement

This contract will begin on\_\_\_\_\_\_\_\_\_\_\_\_\_and continue until terminated as set out in clause 4.

2. Place of work: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

3. Job description

Job Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (e.g.. Domestic worker, gardener, cleaner etc)

Duties: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

4. Termination of employment

Either party can terminate this agreement with four weeks written notice. In the case where an employee is illiterate notice may be given by that employee verbally.

5. Wage

5.1  The employee/s wage shall be paid in cash on the last working day of every week/month and shall be:

5.2.1 A weekly/monthly transport allowance of:

5.3 The total value of the above remuneration shall be:

5.4 The employer shall review the employee’s salary/wage once a year.

6. Hours of work

6.1 Normal working hours will be from \_\_\_\_\_\_\_\_\_\_\_\_to\_\_\_\_\_\_\_\_\_\_\_\_on weekdays.

6.2 Overtime will only be worked if agreed upon between the parties from time to time.

6.3 The employee will be paid for overtime at the rate of one and a half times his/her total wage as set out in clause 5.3.

7. Meal Intervals

The employee agrees to a lunch break of 30 minutes/one hour (delete the one that is that not applicable). Lunchtime will be taken from 13h00 to 13h30 or 14h00 daily.

8. Sunday work

Any work on Sundays will be by agreement between the parties from time to time. If the employee works on a Sunday he/she shall be paid double the wage for each hour worked.

9. Public Holidays

The employee will be entitled to all official public holidays on full pay. If an employee does not work on a public holiday, he/she shall receive normal payment for that day. If the employee works on a public holiday he/she shall be paid double.

10. Annual Leave

10.1 The employee is entitled to 21 consecutive days paid leave after every 12 months of continuous service. Such leave is to be taken at times convenient to the employer and the employer may require the employee to take his/her leave at such times as coincide with that of the employer.

11. Sick Leave

11.1 During every sick leave cycle of 36 months the employee will be entitled to an amount of paid sick leave equal to the number of days the employee would normally work during a period of six weeks.

11.2 During the first six months of employment the employee will entitled to one day’s paid sick leave for every 26 days worked.

11.3 The employee is to notify the employer as soon as possible in case of his/her absence from work through illness.

12. Maternity Leave

(Tick the applicable clauses in the space provided).

2.1  The employee will be entitled to 30 days maternity leave without pay.

13. Family Responsibility Leave

The employee will be entitled to three days family responsibility leave during each leave cycle.

14. Deductions from Remuneration

The employer may not deduct any monies from the employee’s wage unless the employee has agreed to this in writing on each occasion.

15. Other conditions of employment or benefits:

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

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

General

Any changes to this agreement will only be valid if they are in writing and have been agreed and signed by both parties.

THUS DONE AND SIGNED AT ON THIS\_\_\_\_\_\_\_\_\_\_\_\_DAY OF \_\_\_\_\_\_\_\_\_\_\_\_

EMPLOYER

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

EMPLOYEE

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

Witnesses:

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

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