



**APPENDIX 2.8  
EXAMPLE OF AN EMPLOYMENT CONTRACT**

Date \_\_\_\_\_

(Mr/Ms) \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Dear Mr / Ms

**CONTRACT OF EMPLOYMENT - (FIXED TERM DEFINED BY TIME)**

It is with great pleasure that we wish to confirm your appointment on a fixed term contract defined by time as a Learner with effect from \_\_\_\_\_ to \_\_\_\_\_, based on the following terms and conditions of employment:

**1. Primary Duties**

- 1.1 You will be employed primarily in the capacity of a Learner reporting to (name of Training Provider) and employed at (location of site) to perform the duties set out in your job description, a copy of which is attached hereto.
- 1.2 It is a specific term and condition of your employment that you may be required to perform other duties and responsibilities in the course and scope of your employment with the Company. Your job title does not define or restrict your duties and you may be required to undertake other work within your abilities at the request of the Company, and any refusal to comply with such request constitutes a breach of your contract of employment.
- 1.3 You shall, unless prevented by ill-health or accident and except during holidays permitted in terms of your contract of employment with the Company, devote your usual working hours, attention and abilities to the proper, loyal and efficient conduct, improvement, extension, development, promotion, protection and preservation of the business, reputation and goodwill of the Employer and not do anything which is harmful to it.
- 1.4 You may be required to tender your services at any other premises designated by the Employer upon reasonable notice, and any refusal to comply with such request constitutes a breach of your contract of employment.

**2. Basic Salary**

- 2.1 You will receive a fee of R \_\_\_\_\_ per hour for the contract period, which will be paid to you no later than the last working day of each month or \_\_\_\_\_ of each month, from which deductions for PAYE, SITE, and any other amounts required by law or authorised by yourself and agreed to by the Employer may be made.
- 2.2 The above-mentioned salary shall include payment of your annual leave as specified in clause 7 hereof as well as double pay for the following public holidays worked during your contract period:  
  
 \_\_\_\_\_ 200 \_\_\_\_  
 \_\_\_\_\_ 200 \_\_\_\_  
 \_\_\_\_\_ 200 \_\_\_\_  
 \_\_\_\_\_ 200 \_\_\_\_
- 2.3 Any other allowances or payments due to you on termination of your contract of employment.
- 2.4 You will receive a detailed breakdown of your remuneration each month, indicating all and any payments made to you, as well as any deductions made from your salary by the Employer or authorised by you.

**3. Working Hours**

- 3.1 You will be required to work a maximum of 45 ordinary working hours per week, 9 (nine) / 7 ½ (seven and one-half) ordinary hours per day, 5 (five) / 6 (six) days per week.



3.2 Your usual working hours are from \_\_\_\_ : \_\_\_\_ to \_\_\_\_ : \_\_\_\_ . The Employer reserves the right to change your working hours if the need arises, that is, management has the absolute right on reasonable notice to change your working hours and it is a fundamental condition of employment that you accept that your working hours may be changed.

#### 4. Annual Leave

You will be entitled to one day's annual leave in respect of every 17 days on which you worked or was entitled to be paid, provided that you have been in the employ of the Employer for more than 4 (four) months. Leave must be taken at a time which is mutually convenient to both yourself and the Employer.

#### 5. Sick leave

You will be entitled to one day's sick leave for every completed month of employment.

#### 6. Termination of Employment

6.1 Your contract of employment will terminate on \_\_\_\_\_ .

6.2 As this contract is for a fixed term, you will not be entitled to any discharge or severance benefits upon termination of such contract. It is specifically recorded that there will be no expectation that your contract of employment will be renewed or prolonged beyond the date of completion as aforesaid. It is also specifically recorded that there will be no expectation that the Employer will offer you employment at the time of termination of this contract. The termination of this contract as provided for in this agreement shall not be construed as being a retrenchment but shall be completion of the contract.

#### 7. Council and / or Sectoral Determinations (if applicable)

7.1 In addition to the Employers' policies and procedures, Employees' terms and conditions of employment may be governed by the council or sectoral determination: -

Sectoral Determinations:

Government Gazette Number: \_\_\_\_\_

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

Council(s): \_\_\_\_\_

Name of Bargaining Council: \_\_\_\_\_

Government Gazette Number: \_\_\_\_\_

Address of Bargaining Council: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

7.2 All sectoral and council determinations are public documents. Copies of any Sectoral or Council Determinations can be obtained from INSETA's website at [www.inseta.org.za](http://www.inseta.org.za), telephone no: (011) 484 0722, or from Government Printer, tel no: (012) 334 4712

#### 8. Confidentiality and Disclosure Clause

8.1 You shall not at any time during the currency or after the termination of your employment with the Employer: -

8.1.1 divulge to any person, without the Employer's consent: -

- a) Any information relating to the trade secrets or trade connections of the company,
- b) Or any confidential information concerning the Employer's business or affairs,
- c) And in particular any information pertaining to the salaries and wages and personnel records and details of any Employees currently in the employ, previously employed or prospective employment of the Employer, including but not limited to any details pertaining to any trade connections (including but not limited to any contractors, suppliers, clients or agents) employed by or for and on behalf of the Employer.

8.1.2 or be entitled, whether for your own benefit or that of others, to make use of or disclose to others or



avail yourself or others of or derive profit or benefit from, any information concerning the business or affairs of the Employer or its clients, suppliers or trade connections, which you may have acquired by reason of your position or association with the business and affairs of the Employer or its clients.

- 8.2 You shall furthermore hand over all information and documents (including but not limited to any training materials, standards or operating manuals and equipment) including any and all copies of reproductions thereof in whatsoever manner or form to the Employer on giving or being provided with notice of termination of your employment with the Employer.
- 8.3 The Employer recognizes that its Employees have the right to speak out on issues of concern to the general public. At the same time, the Employer expects its Employees to recognize that some statements may cause disharmony among co-workers or interfere with the Employee's ability to perform his or her duties. In the circumstances, the Employer expects its Employees who are planning to make public statements that might have such negative effects to discuss their statement with the Managing Director before making it, and/or to make it clear that they are not speaking for or on behalf of the Employer. We also expect Employees making statements about the Employer's activities or policies to check with the Managing Director that such statements are correct, and thereby avoid any unnecessary embarrassment to the Company. All Employees of the Employer recognize that its success depends on maintaining a positive image with the general public, and the Employer trusts that its Employees will help it to enhance that image whenever possible.
- 8.4 The Employer is a law-abiding citizen, and every Employee at every level is instructed to obey the law at all times. Any Employee who believes that the Employer or any of its Employees is not obeying the law in the performance of their duties within the course and scope of their employment, is instructed to notify the Managing Director in writing of any such transgressions immediately upon such transgression(s) coming to the knowledge of the Employee.

**9. Standard Terms and Conditions**

- 9.1 Your remaining terms and conditions of employment shall be as set out in the Employer's standard terms and conditions of employment, a copy of which may be obtained from \_\_\_\_\_ (person or department). In particular, your attention is drawn to the following documents, which form part of your terms and conditions of employment:
  - 9.1.1 Job Description
  - 9.1.2 Restraint of Trade (if required by Employer)
- 9.2 This contract shall be interpreted and applied in accordance with the laws of the Republic of South Africa and any specific labour legislation in force from time to time.
- 9.3 The Employer reserves the right to make reasonable changes to any of your terms and conditions of employment, which changes shall be notified to you in writing from time to time.
- 9.4 The terms and conditions of employment with the Employer are of a confidential nature and at no time shall they be divulged to or discussed with any Employee or client of the Employer.

Kindly sign the original of this letter, initialing all pages and return it to the Employer on or before the commencement of this contract of employment. Your signature on this letter indicates your formal acceptance of the terms and conditions set out herein. Your signed copy of this letter is for record purposes and will be placed in your personal file.

I would like to take this opportunity of welcoming you to \_\_\_\_\_ and wish you a long and successful career with the Employer.

Yours sincerely

\_\_\_\_\_  
MANAGER

I have received a copy of this letter. I confirm that the contents hereof have been explained to me, and that I understand and accept the terms and conditions of employment contained herein.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_