



GOLDEN HOMES

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EMPLOYMENT AGREEMENT

1 PARTIES

1.1 The parties to this agreement are:

1.1.1 **Golden Homes**

1.1.2 **Employee:**

_____ (ID: _____)

1.2 The Company agrees to engage the services of the Employee and the employee agrees to accept the services with the Company in the capacity that is/may be agreed upon from time to time, between them, on the following terms and conditions.

2 INTERPRETATION

2.1 In this agreement, unless inconsistent with or otherwise indicated by the context:

2.1.1 "the/this agreement" means the agreement set out in this document;

2.1.2 "Management" means the Managing Member of the company or his nominee from time to time;

2.1.3 "The employer" and "the company" means **Y van Wyk t/a Golden Homes**, a Sole Proprietor operating as **Golden Homes, 19 Sherwood Avenue, Homestead**,

2.1.4 "The employee" means _____
(ID: _____)

2.1.5 "The signing date" means the date upon which this agreement is signed by the party signing last in time;

2.1.6 Any reference to natural persons includes legal persons and vice versa;

2.1.7 Any reference to a gender includes the other genders;

2.1.8 When any particular number of days is provided for the doing of any act or for any other purpose, the reckoning shall exclude the first day and shall include the last day which shall be a business day and shall include all Saturdays, Sundays and public holidays which occur during the said period;

3 EMPLOYMENT

- 3.1 The employer hereby appoints the employee, who accepts employment with the employer as an

_____ and other duties listed in the Job Description upon the terms and subject to the conditions set out hereunder.

- 3.2 The first three (3) months of the existence of this agreement will be deemed a probation period. During this probation period, the employer will evaluate the performance and credentials of the employee to determine the employee's abilities to perform his duties. after which, a review to continue this agreement and/or training will be performed accordingly. However, it is accepted that either party may terminate this agreement within the prescribed probation period in accordance with the current Labour Law.

4 DURATION

- 4.1 This agreement shall commence on _____ and will continue until terminated by either party in accordance with the current Labour Law.
- 4.2 One week's notice shall be given by either party if the employee has been employed for four weeks or more and less than six months.
- 4.3 Two weeks' notice shall be given by either party if the employee has been employed for six months or more but less than a year.
- 4.4 Four weeks' notice shall be given by either party if the employee has been employed for 1 year or more.
- 4.5 Notwithstanding the above mentioned, a collective agreement may permit a shorter notice period.
- 4.6 Notice of termination of employment shall be done in writing by either party except if it's done by an illiterate employee in which case an employee may request somebody to write the letter for him/her.

5 HOURS OF WORK

- 5.1 The ordinary hours of work shall not exceed 40 (forty) in any one week.
- 5.2 The employee will start work at 08H00 and finish at 16H30 (Monday to Friday).
- 5.3 The employee might be requested to work additional hours from time to time, and that will be considered over time and shall be remunerated accordingly.
- 5.4 The employee will be required to work on a Saturday or Sunday from time to time, in order to meet deadlines and fulfil other duties expected from his/her position.
- 5.5 Every employee will have a lunch interval of ½ hour from 12:30 to 13:00 and a tea interval of 15 minutes from 09:00 to 09:15 and 15:00 to 15:15.

6 PROVIDENT FUND & OTHER FUNDS, (MEDICAL AID)

6.1 The company does not provide a provident fund or other funds (Medical Aid).

7 REMUNERATION

7.1 As remuneration for the services to be rendered by the employee, the employer shall pay the employee a salary of R_____ (_____) per month/week subject to the deductions as dictated by SARS, bargaining councils, and any other statutory charges over which you do not have control. The said salary shall be subject to an agreed increase and shall be reviewed on a yearly basis.

7.2 Any bonuses are subject to payment at the discretion of the Company only. Such additional payments, other than those prescribed per the relevant governing legislation, are not guaranteed and may not be considered to be a right, privilege or precedent setting factor.

7.3 Monthly paid employees will be paid on the last Friday of each month. Weekly paid employees will be paid on a Friday.

7.4 Direct transfer into a bank or building society account, particulars of which must be handed to Management, makes payment of salary.

7.5 Payment for Overtime

7.5.1 Time worked by employees after the completion of the usual shifts for the Company shall be regarded as overtime and paid at the rates determined by the governing legislation; this will be allowed only after consultation with management.

7.6 Payment for Work on Public Holidays

7.6.1 Should the Company require an employee to work on a public holiday then this will be agreed to in advance.

7.6.2 Where the employee does not work on a public holiday (which falls on a day which otherwise is an ordinary working day), he/she will be paid the wages for the time (excluding overtime) that would ordinarily have been worked on that day of the week.

7.6.3 Where the employee does work on a public holiday falling on a day which otherwise is an ordinary working day, he/she must receive at least double the pay that he/she would ordinarily have been paid for work on that day.

8 DUTIES

The employee undertakes:

8.1 To perform such duties consistent with the employee's status as may from time to time be determined by Management;

- 8.2 To comply with all instructions consistent with the employee's status given from time to time by Management;
- 8.3 To devote all his/her time and attention during normal business hours, and such additional time and attention as the urgencies of the company's business may reasonably require, to the employee's duties under this agreement, and shall not during the currency of this agreement, without the employer's prior written consent, be directly or indirectly interested or engaged or concerned with or employed by any person other than the employer;
- 8.4 Not to engage in activities which would detract from the proper performance of the employee's duties;
- 8.5 To use the employee's best endeavours to promote and extend the business of the company and to preserve its reputation and goodwill;
- 8.6 Not, during the currency of this agreement or thereafter, to use for the employee's own benefit, or to permit any other person to use, or divulge or communicate to any other person or persons (other than those officials of the employer whose province it is to know the same), any of the employer's secrets or any other information which the employee may receive or obtain in relation to the affairs of the employer or in relation to its customers or the working of any process or invention or any know-how or technique developed or used by the employer;
- 8.7 To exercise the utmost faithfulness in all dealings with the employer;
- 8.8 To submit to management such information and reports as may be required of the employee in connection with the performance of the employee's duties and the business and affairs of the employer.

9 LEAVE ENTITLEMENT

9.1 Annual (Vacation) Leave

- 9.1.1 The employee shall be entitled to 15 (Fifteen) working days leave per annum, calculated from 1 January to 31 December every year, increased to 20 (twenty) days after five years of service.
 - 9.1.2 An employee may not be required or permitted by the employer to perform any work during a period of leave.
 - 9.1.3 The employee will be required by the company to take his/her leave within 6 months of it accruing (i.e. the completion of the 12 (twelve) months leave cycle).
 - 9.1.4 The employee will be required to apply for his/her annual leave at least one month prior to taking such leave.
 - 9.1.5 The employee will be entitled to take such annual leave provided management approves the application.
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- 9.1.6 The period of leave must be extended by 1 working day with full pay for each public holiday during the period of leave which falls on what would have been an ordinary working day for the employee concerned.
- 9.1.7 The employee is not entitled to take leave until the completion of the leave cycle, unless agreed to with management.
- 9.1.8 The Company may reduce the employee's entitlement to annual leave by the number of days of occasional leave on full remuneration granted to the employee at the employee's request in that leave cycle.
- 9.1.9 Unpaid leave may only be granted in certain cases but shall be at the sole discretion of the employer.
- 9.1.10 The payment of cash in lieu of leave will not be permitted.

9.2 Sick Leave

- 9.2.1 Sick Leave is not construed as a means of obtaining time off work, unless in case of genuine illness or injury and the employee or a medical practitioner is of the opinion that the employee should not perform work-related duties for a specific period.
- 9.2.2 The employee is entitled to 30 (thirty) days of sick leave in a 36 (thirty six) month sick leave cycle except for the first 6 (six) months when an employee is entitled to 1 (one) day of sick leave for every 26 (twenty six) days worked. The employer will require a medical certificate to be furnished in support of sick leave taken for a period of two or more consecutive days, or for a Friday or Monday or the day before or following a public holiday.

9.3 Family Responsibility Leave

- 9.3.1 If the employee has been in employment with the employer for longer than 4 (four) months and works for at least 4 (four) days a week for that employer, the employee will be entitled to 3 (three) days of paid family responsibility leave during each annual leave cycle.
- 9.3.2 The employee will be entitled to 3 (three) days of paid leave during each leave cycle only under the following circumstances:
- Birth of the employee's child;
 - Employee's child is sick;
 - Death of employee's spouse or life partner, parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling;
 - Employee's spouse is very sick.
- 9.3.3 Before paying the employee for such leave, the employee will be required to provide reasonable proof of any of the above events.

10 CONFIDENTIALITY

- 10.1 The employee is prohibited from disclosing any information that falls within the category of confidential information, regarding the Company to any employee or other persons, or using to the employee's own advantage any trade or professional secrets or any confidential information about the Employer's business. In particular and without affecting the generality of the aforesaid, the employee may not disclose, to any other party, without the written or express permission of Management, any information regarding strategies, Company structure/policies or incentives.
- 10.2 It is mutually agreed that should any action arise out of or in connection with this clause, such action may be instituted in any Magistrates' court having jurisdiction, even though the cause of the action may exceed the jurisdiction of that court.
- 10.3 An employee shall hold his/her salary or rate of pay as a secret; in other words pay is not supposed to be discussed with other employees.
- 10.4 The employee shall be required to sign the Company's Code of Ethics and Business Practice, annexed hereto, and agrees to the terms and condition therein.

11 LIABILITY, LOSS OR DAMAGE

- 11.1 The company shall not be liable for any loss, damage, injury or action taken against or suffered by the employee or any other person whatsoever, arising out of any cause whatsoever as a result of the employee's execution or attempted execution of his/her obligations pursuant to this contract of employment and/or a client's request or requirement, or any matter relating thereto, whether allied or incidental thereto, or whether directly or indirectly related thereto. In particular and without affecting the generality of the aforesaid, the Company shall not be liable for any damages, injury or other suffering by the employee, members of his/her family, friends, or servants, and in these regards to the aforementioned the employee indemnifies and holds the Company harmless in respect of any such employment being deemed operative, including but not limited to any future events related thereto.
- 11.2 Such liabilities stated in the above sub-clauses are not subject to the employee being on duty, acting upon the instruction of a supervisor, or other, but remain in force, without suspension, for the full duration and at all times during the contract of employment.
- 11.3 Whenever an employee is absent from work on account of injury or disablement falling within the provisions of the Compensation for Occupational Injuries and Diseases Act, 1993, the employee will be paid in accordance with the provisions of the fund.
- 11.4 Loss or damage of the Company's property, items, or other will result in all such replacement, servicing or other expenses incurred being deducted from the employee's monthly remuneration, subject to such loss or damage of the aforesaid being shown to have resulted directly from the negligent act or omission of the employee.
- 11.5 Such liabilities stated in the above sub-clauses are not subject to the employee being on duty, acting upon the instruction of a supervisor, or other, but remain in force, without suspension, for the full duration and at all times during the contract of employment.
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- 11.6 Should such negligence be shown, without affecting the right of disciplinary action which may be taken against the employee, the Company will obtain a professional quotation for all such losses or damages perceived to be larger than R250.00 (two hundred and fifty rand), which will be accepted and binding on all parties as the amount to be reimbursed by the employee to the Company.

12 DISCIPLINE AND GRIEVANCES

- 12.1 The employer's disciplinary code and procedure and its grievance procedure are incorporated herein by reference and form an integral part of this agreement. The employee undertakes to acquaint himself with the contents and functions of the said disciplinary code and procedure.
- 12.2 If it should become necessary to discipline the employee this will be done in accordance with the current Labour Laws and procedures.
- 12.3 The employee agrees that the employer or an agent authorised by the employer may search **him/her**, or a container in his possession, or a vehicle driven by **him/her** or under **his/her** control or supervision, when **he/she** enters the employer's property or premises, or when **he/she** leaves the employer's property or premises.

13 MUTUAL FREEDOM

- 13.1 The employer and employee undertake to respect one another's privacy, political convictions and freedom to associate and to organise.

14 TERMINATION AND MISCONDUCT

- 14.1 This agreement may be terminated by the employer summarily at any time and without any payment in lieu of notice, if at any time the employee is guilty of dereliction of **his/her** duties, a serious misconduct or commits a breach of material obligation under this agreement, if **he/she** has been guilty of any act which would under common law entitle the employer's summarily to terminate this agreement. Likewise, this agreement may be terminated summarily by the employee at any time if the employer commits a breach of a material obligation under this agreement or has been found guilty of any act which would under common law entitle the employee summarily to terminate the agreement.
- 14.2 If the employee is absent from work for any reason, **he/she** must immediately inform the employer. If **he/she** should be absent for more than seven consecutive days without having reported to the employer or informed the employer of the reasons for such absence, the employee will be deemed to have absconded and **his/her** services will automatically be terminated.
- 14.3 On termination of this agreement, the employee has a period of one calendar month from date of termination to vacate any dwelling provided by the employer as part of this agreement or any other rental agreement for accommodation entered into between the employer and the employee.

15 WHOLE AGREEMENT

15.1 The agreement constitutes the whole agreement between the parties as to the subject matter hereof and no agreements, representations or warranties between the parties other than those set out herein are binding on the parties.

16 VARIATION

16.1 No addition to or variation, consensual cancellation or notation of this agreement and no waiver of any right arising from this agreement or its breach or termination shall be of any force or effect unless reduced to writing and signed by all the parties or their duly authorised representatives.

17 RELAXATION

17.1 No latitude, extension of time or other indulgence which may be given or allowed by any party to any other party in respect of the performance of any obligation hereunder or the enforcement of any right arising from this agreement and no single or partial exercise of any right by any party shall under any circumstances be construed to be an implied consent by such party or operate as a waiver or a notation of, or otherwise affect any of that party's rights in terms of or arising from this agreement or stop such party from enforcing, at any time and without notice, strict and punctual compliance with each and every provision or term hereof.

18 DOMOCILIUM CITANDI EX EXECUTANDI

18.1 Both parties agree to use the following physical address as their domocilium citandi ex executandi:

Golden Homes: _____

Employee: _____

I, _____ (print full name), have read and understood the above and agree to abide thereby. I sign this contract out of my own free will, with the understanding that all signatures hereto will bind all concerned parties to this contract.

Signed and agreed to at _____ on this _____ day of _____ 20____.

For and on behalf of
Golden Homes

Employee

Witness
