



FIXED TERM CONTRACT OF EMPLOYMENT

between

P.H. De Meyer Solutions (Pty) Ltd T/A Prodiem Financial Services

Reg No 2012/015688/07

(hereafter referred to as "THE EMPLOYER")

and

NAME OF EMPLOYEE:

ID NUMBER:

ADDRESS:

CONTACT NUMBER:

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

for the period

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

1 COMMENCEMENT DATE AND DURATION

- 1.1 This agreement will commence on the Start Date (Annexure A) and will be for a fixed term: namely: . This agreement replaces all previous agreements between the Employer and the employee. The employee confirms that the Employer has made no representation that his employment with the Employer will continue beyond the completion of project and in the absence of any written agreement to the contrary the employee's employment with the Employer will automatically terminate when the project is completed.

2 VALIDITY OF CONTRACT

- 2.1 This contract is subject to the Basic Conditions of Employment Act, 1997 ("The Act").
- 2.2 Should any term of this contract be in conflict with any existing or future Law, Sectoral Determination or Collective Agreement, such Law, Determination of Agreement, will be binding in respect of the said provision only and all other terms of this contract will remain valid and binding upon the parties.
- 2.3 No indulgence or condonation by the Employer of any breach of any term of this contract by the Employee will constitute a waiver of any of the Employer's rights in terms of this agreement and no amendment of this contract will be valid unless reduced to signed agreement by both parties.
- 2.4 This contract is subject to any disqualifying factors, material or otherwise, arising between the date of the offer and the commencement date of employment which would provide reasonable grounds for the offer to be withdrawn and the contract to be deemed null in void.

3 APPOINTMENT AND JOB PROFILE

- 3.1 The Employee will be responsible for and accept all duties and responsibilities as agreed between the Employer and the Employee.
- 3.2 The employee is appointed to perform the duties as set out in Annexure "A".
- 3.3 The employee's job title does not define or restrict duties and the Employee may be required to undertake other work within his/her abilities at the request of the Employer, and any refusal to comply with such request constitutes a breach of the contract of employment.

4 PLACE OF WORK

- 4.1 The Employee will work at Prodiem Financial Services or at any customer or potential customer of the Employer as required. Detail of the place of work is stipulated in Annexure A.
- 4.2 The Employee may be required to tender his/her services at any other premises designated by the Employer upon reasonable notice.
- 4.3 The Employee will not be reimbursed for travel time occasioned by him / her during the performance of his/her functions in terms of this agreement.

5 HOURS OF WORK AND OVERTIME

- 5.1 Generally, due to the very nature of the services that the Employer offers, the ordinary hours of work of the Employer are between 08:00 and 17:00, and the days of work are Monday to Friday.
- 5.2 Working hours may not exceed 45 hours per week.
- 5.3 The Employee will be entitled to a meal break of 60 minutes. The meal break will not be regarded as working time.
- 5.4 It may, however, be necessary for the Employee to work outside the ordinary hours of work, as dictated by the needs of the Employer's or the Client's operations, to which the Employee hereby agrees.
- 5.5 The rate of pay for overtime worked will be the normal Employee's hourly salary, and only when the Employer is able to invoice a customer for the overtime worked or is approved by management in writing.
- 5.6 The Employee undertakes to work on Sundays or on public holidays if so required by the Employer, in which case the Employee will be entitled to his/her normal hourly salary/wage.
- 5.7 The Employee will not be entitled to any remuneration for overtime if his/her gross remuneration package exceeds the earnings threshold as set out in The Basic Conditions of Employment Act, 1997, as amended from time to time.

6 REMUNERATION

- 6.1 The parties agree that the employee will be remunerated on the basis of an hourly rate as depicted in Annexure "A".
- 6.2 Payment of monthly salary will be made on the last working day of each month. The Employee hereby authorises the Employer to deduct from the salary, all statutory deductions as well as all amounts due for goods bought, money borrowed, clothing, medical benefits and saving schemes be it from the employer or the client.
- 6.3 The Employee will not be remunerated for any period of unauthorised absence where the principle of no work no pay, will apply.

7 ANNUAL LEAVE

- 7.1 The employee is entitled to 1,25 day's annual leave per month , starting on the day the employee starts work.
- 7.2 *The hourly rate detailed in Annexure A has been calculated to include any payments due by the Employer in respect of annual leave and no further payments, in addition to those specified in Annexure A, are due in respect of annual leave.*
- 7.3 The employee is still obliged to apply for leave on the Employer Leave Application Form which is subject to approval in line with the Employer Leave Policy.

8 SICK LEAVE

- 8.1 During the period of employment that does not exceed 12 months, the employee will be entitled to one day's sick leave for every completed month of employment.
- 8.2 The employee is entitled to take 2 consecutive days sick leave without being required to hand in a medical certificate. However, if the employee is absent for more than two consecutive days or on more than two occasions during an eight week period, the employee must produce a medical certificate.
- 8.3 *The hourly rate detailed in Annexure A of the Contract of Employment concluded between the Employer and the employee has been calculated to include any payments due by the Employer in respect of sick leave and no further payments, in addition to those specified in Annexure A, are due in such leave taken.*
- 8.4 The employee is still obliged to apply for leave on the Employer Leave Application Form which is subject to approval in line with the Employer Leave Policy.

9 FAMILY RESPONSIBILITY LEAVE

- 9.1 The employee is entitled to three (3) days family responsibility leave annually.
- 9.2 Family Responsibility leave may only be granted when:
 - 9.2.1 the employee's child is born; or is sick
 - 9.2.2 in the event of death of the employee's spouse or life partner; parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.
- 9.3 The employee must provide the Employer with proof that the leave qualifies as family responsibility leave.
- 9.4 *The hourly rate detailed in Annexure A of the Contract of Employment concluded between the Employer and the employee has been calculated to include any payments due by the Employer in respect of Family Responsibility leave and no further payments, in addition to those specified in Annexure A, are due in respect of such leave taken.*
- 9.5 The employee is still obliged to apply for leave on the Employer Leave Application Form which is subject to approval in line with the Employer Leave Policy.

10 PUBLIC HOLIDAYS

- 10.1 The employee will be entitled to all statutory public holidays. The hourly rate detailed in Annexure A has been calculated to include any payments due by the Employer in respect of Public holidays and no further payments, in addition to those specified in Annexure A, are due in respect of Public holidays.

11 TERMINATION OF CONTRACT

- 11.1 During the probation period, this contract of employment may be terminated by either party giving the other one (1) week notice period.

- 11.2 This contract of employment may be terminated by either party giving the other party a (1) one Calendar months' notice.
- 11.3 The Employer will have the right to pay the Employee in lieu of notice.
- 11.4 Should the Employee fail to give sufficient notice of termination of service the Employer would be entitled to withhold an amount of salary/leave pay, equal to the period of notice he/she was supposed to have served.

12 DISCIPLINARY PROCEDURE

- 12.1 The Employee undertakes to perform his/her duties in good faith and to obey all lawful and reasonable instructions of the Employer.
- 12.2 Acts of misconduct will be dealt with in terms of the provisions of Schedule 8 of the LRA, 1995 and the disciplinary code and procedure available to the Employee at any time.

13 GRIEVANCE PROCEDURE

- 13.1 The Employee will lodge any grievance with the Employee's immediate supervisor. Should the supervisor not be able to solve the problem to satisfaction, it will be referred to the Employer whose decision on the matter will be final. The Employer will have 14 days to resolve the grievance. The Employee will only resort to an external dispute resolution mechanism if the Employer has failed to resolve the grievance.

14 CONFIDENTIALITY, CONFLICT OF INTEREST & RESTRAINT OF TRADE

- 14.1 In accepting employment with Prodiem Financial Services, it is acknowledged that during the course of employment with Prodiem Financial Services the Employee will develop a close and personal relationship with the clients of Prodiem Financial Services, and that the Employee may, in the course of duties, have access to confidential information of Prodiem Financial Services.
- 14.2 Such access may include, but is not limited to, information in relation to financial and marketing operations, customer data base, technical information and the Employer's terms conditions and methods of conducting its business, and/or any other information, confidential or otherwise.
- 14.3 This restriction is applicable during the tenure of the employment contract with Prodiem Financial Services, and continues to be of full force and effect after the termination of the employment contract with Prodiem Financial Services.
- 14.4 The Employee further undertakes not to be directly or indirectly engaged in or concerned with any business or with any Employer, firm, partnership, a close corporation, trust, undertaking or concern, either as an Employee or in any other capacity of whatsoever nature, which carries on any business which competes in any way, directly or indirectly, with the business carried on by Prodiem Financial Services.
- 14.5 The Employee undertakes further not to persuade in any way, or to solicit, encourage or procure the services of any Employee of Prodiem Financial Services to terminate that Employee's employment contract with Prodiem Financial Services
- 14.6 The area of the confidentiality and restraint terms and conditions shall be the geographical area of Gauteng, for a period of 12 months after termination, for any reason recognised in law as being sufficient, of the Employee's employment contract with Prodiem Financial Services.

- 14.7 the Employee acknowledges that the restraints and restrictions placed upon him/her are reasonable as to subject matter, geographical area, and duration
- 14.8 the Employee acknowledges further that his/her experience, qualifications, knowledge and capabilities are such that he/she will be able to obtain employment after termination of his/her employment contract with Prodiem Financial Services, and that such employment will not impinge upon or contravene any of the conditions referred to in this agreement, and that enforcement of the restraint will not prevent him/her from earning a livelihood.

15 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.

16 EMPLOYER COMPUTER AND ELECTRONIC EQUIPMENT

- 16.1 The Employer provides Employees with computer, electronic communications and any other equipment in accordance with the job requirements of the Employee. Such items will at all-time remain the property of the Employer.
- 16.2 The Employee will be responsible for the safe custody, maintenance and cleaning of the above-mentioned equipment and will 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 withhold such reasonable amount representing the value thereof from any monies due to the Employee.
- 16.3 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 salary at a time, and only after an inquiry into the circumstances of the incident was held.
- 16.4 The Employer constantly monitors the use of the e-mail and internet facility by individual Employees, as well as the monitoring of telephone calls made and received. Any Employee found to be involved in or an accessory to the downloading or viewing of any websites that may be deemed to be undesirable or offensive in any way, will be subjected to disciplinary action and will be dismissed.

17 CERTIFICATE OF SERVICE

- 17.1 It is against Employer policy to provide work proficiency references to prospective Employers on behalf of ex-Employees.
- 17.2 At the termination of service the Employer will provide the Employee with a certificate of service.
- 17.3 This will not apply if the Employee has deserted.

18 GENERAL

18.1 This agreement shall be interpreted and applied in accordance with the laws of the Republic of South Africa and any specific labour legislation in force.

18.2 The Employer reserves the right to make reasonable changes to any of the terms and conditions of employment, which changes shall be notified to the Employee in writing.

THUS DONE AND SIGNED at _____ on the ____ day of _____

AS WITNESSES:

1. _____
2. _____

PRODIEM FINANCIAL SERVICES
(for and on behalf)

THUS DONE AND SIGNED at _____ on the ____ day of _____

AS WITNESSES:

1. _____
2. _____

Employee –

ANNEXURE A:

Start Date	
Client	
Location	
Remuneration	
Base Hourly Rate	
In Lieu Of Annual Leave	
In Lieu Of Sick Leave	
In Lieu Of Family Responsibility Leave	
In Lieu Of Public Holidays	
Total Hourly Rate	
Commission	Not Applicable

DUTIES:

THUS DONE AND SIGNED at _____ on the ____ day of _____

PRODIEM FINANCIAL SERVICES

(for and on behalf)

THUS DONE AND SIGNED at _____ on the ____ day of _____

Employee –