

TYPE ON COMPANY’S LETTERHEAD

CONTRACT OF EMPLOYMENT BETWEEN

(hereinafter referred to as “the Employer) and herein represented by

Employer’s address-----

AND

(hereinafter referred to as “the Employee”

Employee’s address_____

Home Tel. No:_____ Cell No:_____

Alternative contact details:

Name:_____ Relationship:_____

1. CONDITIONS

- (i) as specified in this agreement;
- (ii) the conditions specified herein, as compiled in the employment policies of the Employer of which a copy is included – **See Annexure “A”**

2. POSITION

You are hereby appointed in the position of a _____

3. DESCRIPTION OF POSITION

Your duties will consist of: - **See attached Annexure “B”**. You confirm hereby that you are capable of performing your duties for which have been employed.

You also accept that your duties might change from time to time, but that any substantial changes will first be discussed before these changes are implemented.

4. PERIOD OF EMPLOYMENT

It is agreed that this contract is for an indefinite period as from _____ up to the current pensionable age of 60 years.

OR

This is a fixed term contract for the period **from** _____ **to** _____. At the end of this period you will not have the automatic right of extension of this contract. Although, two weeks before the expiry of this contract the possibility of extension/termination will be discussed.

OR

You are appointed for a probationary period of _____ weeks/months from the date **of** _____ to _____. Your performance will be monitored during this period, while you will be receiving training and guidance.

5. HOURS OF WORK

Your daily working hours will be from _____ to _____.
 Saturday from : _____ to _____.
 Sunday from : _____ to _____.

6. LUNCH HOUR OR DAY/AFTERNOON OFF

Your lunch hour will be from _____ to _____.

OR

Your day off will be on a _____.

OR

Your afternoon off will be on a _____.

7. OVERTIME

It will be expected of you to work overtime as required by the Employer to a maximum of ten hours per week and not more than three days per week. The payment thereof will be at one and half times your normal hourly rate. (Except in cases of a commission earner.)

In principal you hereby accept to work overtime.

8. PUBLIC HOLIDAYS

If your day/afternoon of falls on a public holiday, you do not get another day off.

If your day/afternoon off does not fall on the public holiday, you are still entitled to your day/afternoon off.

If you agree to work on a public holiday, you are entitled to take a day off in the following week.

If you agree to work on a public holiday, payment for that day will be calculated at double time. (Excluding commission earners)

9. REMUNERATION/WAGES

Your salary is R_____ per month and will be paid on the _____day of each month.

OR

Your salary is R_____ per week and will be paid weekly on each _____ of the week.

OR

You will be remunerated at _____% commission with no stock deduction.

You will also earn _____% commission on sales of products.

Your salary will be paid to you as follows:

- _____ By cheque
- _____ Cash
- _____ Direct into your Bank Account.

Salary increases will be done yearly as per the Bargaining Council’s Collective Agreement.

10. DEDUCTIONS

Deductions will be done according to statutory requirements. (eg. HCSBC Main Collective agreement, UIF, SARS etc.)

11. LEAVE

ANNUAL LEAVE

You will be entitled to 18 working days annual leave per year on completion of 1 year of each leave cycle. If you have 5 years or longer service, you will be entitled to 24 working days per year.

Leave will be taken at a time that is convenient and acceptable to the Employer. Leave will be taken after written application has been made and consent of the Employer has been given.

SICK LEAVE

If you are ill for 1 or 2 days, neither the Employer or the Sick Pay Fund is obliged to pay you. If you are off ill for 3 days or longer and you do have a Doctor's note, The Employer/Sick Pay fund will pay you ½ the rate for the first 6 days and thereafter (continuous) full salary for up to 60 days per year. The Sick Pay fund will only pay if you are a member, otherwise the Employer is obliged to pay the same as what the Sick Pay Fund would have paid.

MATERNITY LEAVE

You are entitled to 4 weeks before the expected date and 13 weeks after the birth date of the baby.

You are not allowed to work for 6 weeks after the baby is born, unless a Doctor or Midwife provides a letter stating that you are fit to work.

FAMILY RESPONSIBILITY LEAVE

The Employer is obliged to give a father of a newborn child three days' leave ("paternity leave") starting from the day of the birth and ending two days afterwards.

The Employer shall grant an employee , during each annual leave cycle, at the request of the employee, three days' paid leave when the employee's child is sick.

COMPASSIONATE LEAVE

The Employee is entitled to six days paid leave (during each annual leave cycle) on the death of one of the employee's primary relatives.

Primary relative means:

Spouse or life partner, parents, adoptive parents, grandparent, child, adopted child, grandchild or sibling.

The employee is entitled to one day unpaid leave for any other family member. The Employer is entitled to ask for reasonable proof as to the fact of the death of any of the above.

12. ABSENCE WITHOUT PERMISSION

The employee accepts that should he/she be absent from work without permission for more than six consecutive working days or six working days during the preceding six months of employment he/she will be deemed to have **deserted** the workplace.

13. PROHIBITION OF PRIVATE WORK

An employee may NOT, unless with the prior written consent of the employer, perform any work as a hairdresser for remuneration other than in the course and within the scope of the employee's employment, and may be dismissed after a hearing for a contravention of this rule. Furthermore, an employee who contravenes this rule shall be required to pay to the employer any amount received by him/her as a result of the contravention.

14. GRIEVANCE AND DISCIPLINARY CODES AND PROCEDURES

You undertake to abide by the prescribed grievance and disciplinary codes and procedures and is declared that it forms part of this agreement as if included. You hereby declare that you have read it, and that you understand and accept it.

See Annexures "C" and "D"

15. CONFIDENTIALITY

The Employee undertakes to keep confidential and not disclose any of the salons trade secrets, confidential documentation, technical know-how and data, trade agreements, systems, chemical formulae, methods, software, processes, client lists, programs, marketing, technological information and/or financial information and/or other confidential information, other than to persons employed or authorized by the Employer who are required to know such information for the purposes of their employment and/or association with the salon, both during the continuance of employment hereunder or thereafter.

16. HEALTH AND SAFETY

You are responsible to reasonably take precaution for you health and safety, as well as that of other people that are affected by your behavior or actions.

You undertake to follow all health and safety rules provided by the Employer.

17. TERMINATION OF SERVICE

This agreement may be terminated by the following notice periods:

- (i) Six working days' notice if the employee has been employed for six months or less; and thereafter,
- (ii) Twelve working days' notice, if the employee has been employed for longer than six months.

18. TRAINING *In the case of an apprentice or learner being subject to this contract*

It is hereby agreed that should the learner/apprentice leave the employment of the salon/establishment within one year of passing their trade test, they will repay to the employer the cost of any training paid for by the employer.

19. TRANSFER

The employer reserves the right to transfer any employee to any of its other salons/establishments should it be felt to be in the company's best interests. Consultation will take place and reasonable notice shall be given.

20. AMENDMENTS

Amendments or changes to this agreement will only be valid if both parties agree to it and formulate it in writing.

21. CONTACT DETAILS OF BARGAINING COUNCIL

See attached Annexure "E"

SIGNING OF CONTRACT:

Both parties, by signature hereunder, hereby acknowledge receipt of a copy of this Agreement and confirm that they have read, or have had the contents read to them.

Both parties confirm that they have the contents hereof, and undertake to hold themselves respectively legally bound by this Agreement.

(All pages must be initialled by all parties.)

DATE CONTRACT WAS HANDED TO THE EMPLOYEE:

Please note that should this contract not be duly signed and returned to the EMPLOYER within 14 days, and should the Employee continue working for the Employer, it will be deemed that the EMPLOYEE accepts the terms and conditions of this contract and will be legally bound by them.

THUS DONE AND SIGNED in _____ on behalf of the SALON/ESTABLISHMENT (THE EMPLOYER) and by the EMPLOYEE on this the _____ DAY of _____ 20____.

SIGNATURE OF OWNER (EMPLOYER)

(NAME IN PRINT)

SIGNATURE OF EMPLOYEE

(NAME IN PRINT)

In the presence of the undersigned Witnesses:

Witness 1 _____

(NAME IN PRINT)

Witness 2 _____

(NAME IN PRINT)