



INDUSTRIAL RELATIONS MANUAL

Part 2 of 2

-Johannesburg

Tel: (011) 886 6300

-Durban

Tel: (031) 266 7031

-Cape Town

Tel: (021) 939 9440

-Bloemfontein

Tel: (051) 430 3294

-Gqeberha

Tel: (041) 364 0070

EMPLOYMENT APPLICATION FORM

PLEASE NOTE: This form must be completed in ink by the applicant in his/her **own handwriting** and certified copies of educational certificates must be attached.

A EMPLOYMENT

Entity's Name
Position Applied for

B PERSONAL INFORMATION

1. Surname	2. First Names
3. Permanent Postal Address	4. Residential Address
5. Personal Email Address	7. Identity Number
6. Cell Number	8. Have you got any Physical or Mental Disability which may adversely affect your employment? <i>(If so, describe)</i>

C QUALIFICATIONS

C1 HIGHEST SCHOOL STANDARD

Name of School Attended	From	To	Standard Completed	Subjects
.....
.....

C2 POST SCHOOL TRAINING

Supply details:

C3 OTHER TRAINING

Supply details:

C4 CERTIFICATES ATTACHED

1 _____ 3 _____
 2 _____ 4 _____

D EMPLOYMENT HISTORY

Employer (Company Address, Telephone No.)	Position Held	From	To	Reason for Leaving
.....
.....
.....

Are you currently employed?	Yes <input type="radio"/> No <input type="radio"/>
If so, Name of Current Employer and Address	....................
Telephone	(.....).....
Is your present Employer aware that you are applying for this position?	Yes <input type="radio"/> No <input type="radio"/>
Reasons for wishing to terminate services	....................



E SUPPLY THE NAMES AND ADDRESSES OF TWO PERSONS (NOT FAMILY) FROM WHOM WE MAY OBTAIN REFERENCES

	Name of Person	Address	Telephone
1
2

F DRIVER'S LICENCE

Do you have a valid driver's licence?	Yes <input type="radio"/>	No <input type="radio"/>
Code		

G FURTHER INFORMATION

Name and Contact No. of Contact Person	
Current Salary	
Salary Expected	
Earliest Date Able to Commence Duties	

I declare that the above information is true and that I have not withheld any information regarding myself and understand that if appointed, any false information supplied could lead to my immediate dismissal.

.....
SIGNATURE

.....
DATE

INDUCTION CHECKLIST

The purpose of induction is to familiarise the Employee as soon as possible with her/his job, environment and colleagues. The ACTION NOTES column can be used to identify the person delegated to take responsibility for this part of the induction process or to make notes for the follow up.

		Done? (Tick)	Action Notes	
A	Administration and Records			
	Pre-Employment Medical	.....	.....
	Letter of Appointment Signed and Filed	.....	.....
	Code of Conduct Signed and Filed	.....	.....
	Income Tax Number Submitted to Employer	.....	.....
	Medical Aid Form Completed	.....	.....
	Pension/Provident Fund Form Completed	.....	.....
	Unemployment Insurance Form Completed	.....	.....
	Payroll Procedures Completed	.....	.....
Other	.....	.....
B	Familiarisation			
	Introduction to Company Policies and Procedures	.....	.....
	Introduction to Supervisors	.....	.....
	Introduction to Colleagues	.....	.....
	Clocking Station/Register First Aid	.....	.....
	Toilet Facilities Pay Procedures	.....	.....
	Telephone	.....	.....
	Alarms and Signals	.....	.....
	Emergency Exits	.....	.....
	Safety Guards	.....	.....
	Other	.....	.....
	C	The Job		
		Explanation of the Company's Development Tour of System/Process
Explanation of the Job		.....	.....
Goals/Deadlines		.....	.....
Other		.....	.....

REFERENCE CHECK FORM

Many companies are reluctant to give references by phone. It is essential that a senior person conducts the reference check and that confidentiality is maintained. Reassure the referee that any information furnished will not be discussed with the applicant.

1. Introduce yourself and explain that the applicant has given his or her name as a reference. Give brief details of the duties of the position for which the applicant has applied.
2. Proceed with the questionnaire if the referee agrees.
3. If the referee refuses to assist, ask whether this:
 - Reflects company policy; or
 - Reflects on the candidate’s performance while with the company.

Name of Candidate _____

Name of Company _____

Designation _____

How long have you known the Candidate _____

In what Capacity _____

To whom did he Report to Directly _____

Period of Employment _____

Reason for Leaving _____

Would you Re-employ the Candidate _____

Did the candidate have any Domestic or Personal Problems of which I should be aware of?

COULD YOU PLEASE COMMENT ON THE FOLLOWING:

	Excellent	Good	Average	Bad
Time Keeping				
Attendance				
Attitude towards Job				
Ability to get on with People				
Potential for Promotion				
Leadership/Supervisory Ability				

Other Comments _____

Reference Checked By _____

Date _____

From: _____ (Company Name)

_____ (Address)

_____ (Contact Number)

_____ (Email Address)

Date: _____

To: Affected Employees

INVITATION TO CONSULT IN ACCORDANCE WITH SECTION 189(3) OF THE LABOUR RELATIONS ACT 66 OF 1995

1. Please be advised that as a result of operational requirements, we are inviting you to consult regarding possible retrenchments.
2. The following alternative measures were considered before proposing the retrenchments:
 - (E.g.) Short time / lay-off;
 - (E.g.) Half day.

These are not viable options, however, for the following reason(s):

3. The number of employees likely to be affected by the proposed retrenchment, amounts to _____ and are employed in the following positions and departments:
 - _____ (number) _____ (Position) — _____ Department;
 - _____ (number) _____ (Position) — _____ Department;
 - _____ (number) _____ (Position) — _____ Department.
4. The proposed selection criteria would be:
 - (E.g.) LIFO (Last in First Out);
 - (E.g.) Redundancy of the Position(s);
 - (E.g.) Retention of Skills;
 - (E.g.) Length of Service;
 - (E.g.) Qualifications.
5. The time frame within which the dismissals are likely to be affected is: _____ (date).
6. There are currently _____ employees employed by the employer in the workplace.
7. The following number of employees was retrenched in the last 12 months: _____.
8. At this stage, the possibility of future re-employment is (E.g.) unlikely (closure of business) / difficult to assess; however, the employer is committed to re-employ any employee who is

likely to be retrenched, within the next six months, should the need for recruitment arise and the applicant is the most suitably qualified applicant for such position.

9. An on-site / virtual Microsoft Teams **consultation meeting** is to be held regarding the envisaged retrenchment as follows:

- On _____ (day), _____ (date) at _____ (time).

You are requested to attend on your own behalf / as representative of your member as per the above.

10. During the consultation process, we will attempt to reach consensus regarding certain matters. We propose the following agenda as contained in Section 189(2) of the Labour Relations Act, 1995:

- (a) Appropriate measures –
 - (i) To avoid the dismissals;
 - (ii) To minimise the number of dismissals;
 - (iii) To change the timing of the dismissals; and
 - (iv) To mitigate the adverse effects of the dismissals.
- (b) The method for selecting the employees to be dismissed; and
- (c) The severance pay proposed.

Only applicable when section 189A applies: At this stage the appointment of a facilitator in terms of section 189A(3) is not deemed necessary, should it however be required at a later stage, the parties may agree to appoint a facilitator in terms of section 189A(4).

Please note that Management has attempted to avoid this situation, but unfortunately have no other alternatives at present. Your co-operation is appreciated.

Yours faithfully

_____ (Full Names)

EMPLOYER REPRESENTATIVE

(Electronically sent, thus not signed)

PERFORMANCE APPRAISAL

Period Under Review: From: _____ To: _____

Employee’s Name: _____ Position: _____

Date of Appointment: _____ Supervisor: _____

RATINGS

1. Meets all requirements of the position
2. Meets most of the requirements of the position, could improve on some aspects
3. Meets some of the requirements of the position, but falls short in many aspects
4. Does not meet the requirements of the position

Shade the appropriate rating blocks

	1	2	3	4
Quantity of work – Rate accomplishments, results, completion of projects timeously				
Quantity of work – Rate thoroughness, accuracy and efficiency of work produced				
Initiative – Rate ability to initiate appropriate or new action, suggestions for improving system, originality of thought				
Job Interest – Rate knowledge of his job and efforts to improve knowledge				
Organisation – Rate work planning, whether capable of determining appropriately the priorities of the job in hand				
People Skills – Rate ability to obtain co-operation and harmonious relations of fellow employees and/or clients				
Communication Skills – Ability to express ideas clearly and concisely				

Comment on performance since last assessment: _____

COMMENT ON:

Punctuality: _____

Attendance: _____ Sobriety: _____

Any difficulties to hinder employee’s progress during review period: _____

Supervisor’s Signature _____

Date _____

Manager’s Signature _____

Date _____



INTOXICATION TEST SHEET

Company Name	
Employee's Name	
Job Title	

1. Breath smells of alcohol	Yes		No		
2. Speech	Slurred		Normal		
3. Condition of eyes	Bloodshot		Clear		
4. Attitude/Behaviour	Aggressive		Passive		Normal
5. Behaviour discernibly affected	Very		Slightly		Normal
6. Able to carry on with duties	No		Yes		
7. Seen with/using any form of narcotic	No		Yes		
8. Eye/Hand co-ordination					
• Picking up a pin	Poor		Slight		
• Touching nose with index finger	Unable		Able		
9. Balance:					
• Steadiness on feet	Unsteady		Normal		Slight
• Walking on straight line	Unable		Able		
10. Result of Blood Tests	Positive		Negative		
11. Result of Urine Tests	Positive		Negative		
12. Result of Alco Tester (Breathalyser)	Positive		Negative		
13. Remarks (Able/Unable to continue with duty and action taken):					

IMPORTANT!

Please note that the Employer may not conduct blood tests, without the express permission of the Employee. Only authorised medical practitioners may draw blood.

- Not all the above tests have to be done to prove that the Employee has taken narcotics/alcohol.
- In the event of tests performed, by whom: _____
- Should the Employee refuse to take any of the above tests it should be noted.
- Never hold a disciplinary hearing when the Employee is under the influence.
- Instruct the employee to leave the premises immediately, for Health & Safety reasons.
- Do not instruct the employee to go home, should the employee be in an accident on his/her way home, the employer could be liable

Observer's Name and Signature

Date

Time

Witness' Name and Signature

Date

Time

APPLICATION FOR LEAVE

FOR OFFICE USE ONLY

Name of Company: _____

I, _____ (Employee's Name) hereby apply for the following leave:

Leave Type	From	To	Total Days Taken
Holiday / Annual Leave			
Sick Leave			
Family Responsibility Leave			
Unpaid Leave			
Other (Specify): _____			

Reasons for leave: _____

 Applicant

 Supervisor (Recommend)

 Employer (Approval)

 Date

 Date

 Date

EMPLOYEE'S COPY

Name: _____

Leave due per annum: _____ Days

	Days
Leave Available	
Leave Approved	
TOTAL	

Date: _____

Personnel Division: _____

GRIEVANCE FORM

Name of Company _____

Name of Employee _____ Job Title _____

Name of Employee’s Representative _____

Name of Superior (Supervisor) _____

Nature of Grievance _____

Solution Desired _____

Superior’s (Supervisor’s) Comments _____

Signature of Employee and/or
Representative

Signature of Superior
(Supervisor)

Signature of Employer

Date

Date

Date



OUTCOME OF GRIEVANCE HEARING

Name of Employee _____

Date of Hearing _____

Details of Finding _____

Solution Decided Upon _____

Superior's (Supervisor's) Comments _____

Signature of Employee and/or
Representative

Signature of Superior
(Supervisor)

Signature of Employer

Date

Date

Date



COMPANY RULES

The rules and regulations of this Company are as follows:

1. Employees are expected to be at work punctually. Unexcused or unauthorized absence from work or late coming will not be tolerated.
2. Employees are expected to be in uniform where applicable when on duty. Uniforms should always be kept clean and tidy.
3. Employees are expected to carry out their work performance at all times in an efficient and diligent manner.
4. Absence from work due to sickness or unforeseen circumstances should be reported to the Employer at the earliest instance on the first day of such absence. Sick leave will be granted as per the Main Agreement for the Motor Industry. Employees must however submit a completed "Sick Certificate" which is attached hereto, to the Employer within two working days upon return from sick leave. The Sick Certificate must be completed by a medical practitioner or any other person who is certified to diagnose and treat patients and who is registered with a professional council established by an act of Parliament or practitioner as approved by the industry medical aid funds.
5. Absence from work for a continuous period of 5 (five) days and failure to notify the Employer of reasons for such absence will be regarded as desertion.
6. All Employees are expected to comply with lawful and reasonable instructions from their line manager/Employer. Insubordination will not be tolerated.
7. Possession or use of intoxicating substances will not be tolerated. Breathalyzer tests may be carried out from time to time in random fashion as determined by Management.
8. Employees are at all times required to be honest and act in the best interests of the Company. Dishonesty of any nature will not be tolerated.
9. Company property should be handled with care.
10. Employees may not do any private work whilst on duty, unless express written permission has been granted by management.
11. Employees are not to perform any private work which may be in competition with the Employers' business.
12. Threatening and/or intimidating fellow employees, management or any member of the public will be regarded in a very serious light.
13. No weapons or arms of any description may be brought onto the Company's premises without prior written permission.
14. Employees may not borrow any monies from the Company, unless with the express written permission of Management.

15. Any form of violence will be regarded in a very serious light.
16. Disregard of health and safety rules will be severely dealt with.
17. Insulting and/or abusive behaviour will not be tolerated.
18. Employees are not to participate in any form of unlawful industrial action.
19. Employees may not be in unauthorized possession of any goods/articles/money which is the property of the Company, its customers or fellow employees.

Special Provisions which in Addition apply to Forecourt Attendants

20. Employees are to be dressed in full uniform when on duty.
21. Employees are required to be in uniform and ready for work at the commencement of their shift and will only be permitted to change clothing after close of the shift.
22. Employees are expected to work shifts which shall include night shifts.
23. Employees are required to work overtime as required, as an express condition of their conditions of service.
24. Employees must at all times portray the best image of the Company towards customers and the general public.
25. When a vehicle approaches the driveway, the following steps must be taken:
 - (a) Approach the car immediately
 - (b) Greet the customer politely and ask how you may help
 - (c) Listen to the customer's instructions and repeat the instruction for confirmation
 - (d) Perform the task
 - (e) Enquire from the customer if you can wash his vehicle's windscreen, check the oil and water and tyre pressure
 - (f) Once you have performed all the tasks, ensure that you have replaced the oil, petrol, radiator and all other filter caps
 - (g) Collect the moneys and give the correct amount of change
 - (h) If a customer is paying by petrol-linked car, ensure the following:
 - Swipe card through electronic payment machine where applicable
 - The card is valid in terms of the user concerned as well as the time period
 - The card does not appear on the hot-card list
 - Do not accept unsigned cards
 - Signature on petrol cards compare with those on the voucher

- All details that require to be entered onto the voucher must be correctly entered by the attendant

(i) Once the transaction is complete, greet the customer and ask him to call again.

26. Money shortages by attendants and/or cashiers will not be tolerated.
27. Cashiers are not to allow unauthorized persons into the kiosk.
28. Employees may not borrow any moneys from the takings on the driveway.
29. Negligence in performance of duties will not be tolerated.
30. Sleeping on duty will not be tolerated.

CLASSIFICATION OF OFFENCES AND DISCIPLINARY ACTION

NOTE: All the below offences is inclusive of the possible attempt, instigation or conspiracy thereof and the attempt, instigation and or conspiracy to commit the below offence is punishable with the same sanction as that of the stipulated offence

CATEGORY 1	:	Absenteeism
CATEGORY 2	:	Control at Work
CATEGORY 3	:	Unconstitutional Industrial Action
CATEGORY 4	:	Offences Relating to Disorderly Behaviour
CATEGORY 5	:	Offences Relating to Theft or Fraud and Breach of Confidentiality and Trust

The following guidelines list the more common offences which may occur and the disciplinary action which can be applied. However, each case must be treated on its own merits and also taking into consideration the aggravating or mitigating circumstances that might prevail, which may lead to more or less severe sanctions being applied as those specified below.

CATEGORY 1 : Absenteeism

Absenteeism in this context means absence from work without permission for the whole shift or working day or longer.

Offence	First Offence	Second Offence	Third Offence	Fourth Offence
1.1 Absent without permission for one day	Verbal Warning	Written Warning	Final Warning	Dismissal
1.2 Absent without permission for two days	Written Warning	Final Warning	Dismissal	
1.3 Failure to inform employer of absenteeism	Written Warning	Final Warning	Dismissal	
1.4 Misuse of sick leave	Written Warning	Final Warning	Dismissal	
1.5 Absent without permission for three days	Final Warning	Dismissal		
1.6 Desertion (absent without permission for more than five consecutive shifts or longer)	Dismissal			

CATEGORY 2 : Control at Work

2.1 Poor Timekeeping and Related Offences

Offence	First Offence	Second Offence	Third Offence	Fourth Offence
2.1.1 Reporting late for work	Verbal Warning	Written Warning	Final Warning	Dismissal
2.1.2 Leaving work early without permission	Written Warning	Final Warning	Dismissal	
2.1.3 Extended or unauthorised breaks during working hours	Written Warning	Final Warning	Dismissal	
2.1.4 Fails to clock out/sign off on time after work	Written Warning	Final Warning	Dismissal	
2.1.5 Purposefully signed/clocked in and out then leave workplace or does not turn up for work after checking in	Final Warning	Dismissal		

2.2 Sleeping on Duty

Offence	First Offence	Second Offence	Third Offence	Fourth Offence
2.2.1 Without causing damage to property or endangering lives of co-workers and/or other persons (or own life)	Final Warning	Dismissal		
2.2.2 Which results in damage to property and/or endangering lives of co-workers and/or other persons (or own life)	Dismissal			

2.3 Negligent Loss, Damage to or Misuse of Employer's Property/Products

Offence	First Offence	Second Offence	Third Offence
2.3.1 Negligent loss of employer's property	Written Warning/ Final Warning	Final Warning/ Dismissal	
2.3.2 Negligent damage to employer's property	Written Warning/ Final Warning	Final Warning/ Dismissal	
2.3.3 Misuse of employer's property	Written Warning	Final Warning	Dismissal

2.4 Unsatisfactory Work Performance/Negligence in Performing Duties

Offence	First Offence	Second Offence	Third Offence	Fourth Offence
2.4.1 Performing a task or duty without exercising due care and attention	Written Warning	Final Warning	Dismissal	
2.4.2 Carelessness in performing a task in that the task has to be repeated or equipment or persons are at risk of damage or injury	Dismissal			
2.4.3 Poor quality work or unsatisfactory work performance	Written Warning	Final Warning	Dismissal	
2.4.4 Passing time idly or failing to complete tasks set without reasonable cause	Written Warning	Final Warning	Dismissal	
2.4.5 Playing games at work during working hours	Written Warning	Final Warning	Dismissal	
2.4.6 Purposefully or negligently disobeying safety rules or service regulations	Dismissal			
2.4.7 Failure to report risks and/or potential risks	Final Warning	Dismissal		
2.4.8 Negligence in the performance of duties and/or responsibilities (more serious when e.g. there is loss/damage to property; the safety of his/her or other lives are at risk; the image and/or business of the company is at risk)	Final Warning	Dismissal		

CATEGORY 3 : Unconstitutional Industrial Action

Offence	First Offence
3.1 Strike action (unprotected strikes)	Dismissal
3.2 Illegal industrial action such as stay-a way's, go-slows, sit- ins	Dismissal
3.3 Incitement to strike	Dismissal
3.4 Intimidation	Dismissal
3.5 Sabotage	Dismissal

NOTE: The Employer will normally deal with the above-mentioned actions on a collective basis, but it also reserves its right to take individual disciplinary action

CATEGORY 4 : Offences Relating to Disorderly Behaviour

4.1 Insubordination and Related Offences

Offence	First Offence	Second Offence	Third Offence	Fourth Offence
4.1.1 Insubordination	Final Warning	Dismissal		
4.1.2 Failing to obey an instruction	Written Warning	Final Warning	Dismissal	
4.1.3 Refuse to obey a reasonable instruction	Final Warning	Dismissal		
4.1.4 Non-compliance with established procedures	Final Warning	Dismissal		
4.1.5 Refuse to work overtime in terms of an existing agreement between the employer and an employee or in the case of emergency work (unless working of overtime, will constitute a contravention of legislation)	Final Warning	Dismissal		
4.1.6 Unauthorised notices/propaganda	Final Warning	Dismissal		

4.2 Abusive Behaviour and Related Offences

Offence	First Offence	Second Offence	Third Offence	Fourth Offence
4.2.1 Abusive language (the offence is more serious when it is aimed at race, religion or colour of any party or gender)	Final Warning	Dismissal		
4.2.2 Insolence (any disrespectful attitude towards the supervisor or any more senior person)	Final Warning	Dismissal		

4.3 Disorderly Behaviour and Related Offences

Offence	First Offence	Second Offence	Third Offence	Fourth Offence
4.3.1 Horseplay (more serious when such action endangers the safety or health of others or the good spirit and smooth running of the workplace)	Final Warning	Dismissal		
4.3.2 Threatening violence	Dismissal			
4.3.3 Intimidation	Dismissal			
4.3.4 Assault or attempted assault	Dismissal			
4.3.5 Fighting	Dismissal			
4.3.6 Riotous behaviour (more serious when employer's property is wilfully damaged)	Final Warning	Dismissal		
4.3.7 Action detrimental to the interest of the employer and / or Bringing the employer's name into disrepute	Dismissal			
4.3.8 Sexual harassment	Dismissal			
4.3.9 Unauthorised possession of weapon/s, traditional weapon or self-made weapon	Dismissal			
4.3.10 Consuming food in unauthorized areas	Written Warning	Final Warning	Dismissal	

4.4 Alcohol or Drug Offences

Offence	First Offence	Second Offence	Third Offence	Fourth Offence
4.4.1 To be in possession of alcohol or drugs whilst on duty	Dismissal			
4.4.2 To be under the influence of alcohol or drugs whilst on duty (more serious when the safety of his/her or other lives are at risk)	Final Warning	Dismissal		

4.5 Wilful Loss, Damage to, or Misuse of the Employer's Property

Offence	First Offence
4.5.1 Wilful loss	Dismissal
4.5.2 Wilful damage	Dismissal
4.5.3 Wilful misuse	Dismissal

CATEGORY 5 : Offences Relating to Theft or Fraud and Breach of Confidentiality and Trust

Offence	First Offence
5.1 Bribery or corruption	Dismissal
5.2 False evidence	Dismissal
5.3 Fraud	Dismissal
5.4 Misappropriation	Dismissal
5.5 False declarations	Dismissal
5.6 Divulging or furnishing confidential information	Dismissal
5.7 Conflict of Interest	Dismissal

_____ (Company Name)

COUNSELLING LETTER

Employee’s Name: _____ Employee’s ID No.: _____

Date: _____

As confirmation of our discussion on _____, the details are as follows:

Reason for our discussion — Aspects concerning your performance/conduct	
Date of Incident: _____	Time of Incident: _____
Place of Incident: _____	
Description of Incident: _____ _____	

Explanation of the required standard
_____ _____

Details of action to be taken
_____ _____
_____ Follow-up Date: _____

Details of any previous disciplinary action/counselling		
Date	Type	Description

- A copy of this counselling letter will be placed on your personal file.
- We trust that this letter will be regarded by you as an opportunity for improving your work situation.
- You are requested to sign an acknowledgment of receipt hereof.

Issuing Official’s Signature	Name in Print	Date
Employee’s Signature	Name in Print	Date
Witness’ Signature	Name in Print	Date



_____ (Company Name)

VERBAL WARNING

(Valid for a period of 3 months from date of issue)

Employee's Name: _____ Employee's ID No.: _____

Date Warning is Issued: _____ Expiry Date of Warning: _____

As confirmation of our discussion when you were formally disciplined on _____, the details are as follows:

Reason for our discussion	
Date of Incident: _____	Time of Incident: _____
Place of Incident: _____	
Description of Incident: _____ _____	

Explanation of the required standard

Details of action to be taken
_____ Follow-up Date: _____

Details of any previous disciplinary action/counselling		
Date	Type	Description

- A copy of this warning will be placed on your personal file. If your performance or behaviour during the next six months requires further disciplinary action, this warning will be taken into account in deciding upon appropriate action.
- Immediately after the expiry of the six months period, from the date of issue, this warning may be removed from your personal file.
- We hope that this warning will be regarded by you as an opportunity for improving your situation.
- You are requested to sign an acknowledgment of receipt of this warning.

Issuing Official's Signature

Name in Print

Date

Employee's Signature

Name in Print

Date

Witness' Signature

Name in Print

Date



_____ (Company Name)

WRITTEN WARNING

(Valid for a period of 6 months from date of issue)

Employee's Name: _____ Employee's ID No.: _____

Date Warning is Issued: _____

As confirmation of our discussion when you were formally disciplined on _____, the details are as follows:

Reason for our discussion	
Date of Incident: _____	Time of Incident: _____
Place of Incident: _____	
Description of Incident: _____ _____	

Explanation of the required standard

Details of action to be taken
_____ Follow-up Date: _____

Details of any previous disciplinary action/counselling		
Date	Type	Description

- A copy of this warning will be placed on your personal file. If your performance or behaviour during the next six months requires further disciplinary action, this warning will be taken into account in deciding upon appropriate action.
- Immediately after the expiry of the six months period, from the date of issue, this warning may be removed from your personal file.
- We hope that this warning will be regarded by you as an opportunity for improving your situation.
- You are requested to sign an acknowledgment of receipt of this warning.

Issuing Official's Signature

Name in Print

Date

Employee's Signature

Name in Print

Date

Witness' Signature

Name in Print

Date



_____ (Company Name)

FINAL WRITTEN WARNING

(Valid for a period of 6 months from date of issue)

Employee's Name: _____ Employee's ID No.: _____

Date Warning is Issued: _____

As confirmation of our discussion when you were formally disciplined on _____, the details are as follows:

Reason for our discussion	
Date of Incident: _____	Time of Incident: _____
Place of Incident: _____	
Description of Incident: _____ _____	

Explanation of the required standard

Details of action to be taken
_____ Follow-up Date: _____

Details of any previous disciplinary action/counselling		
Date	Type	Description

- A copy of this warning will be placed on your personal file. If your performance or behaviour during the next six months requires further disciplinary action, this warning will be taken into account in deciding upon appropriate action.
- Immediately after the expiry of the six months period, from the date of issue, this warning may be removed from your personal file.
- We hope that this warning will be regarded by you as an opportunity for improving your situation.
- You are requested to sign an acknowledgment of receipt of this warning.

Issuing Official's Signature

Name in Print

Date

Employee's Signature

Name in Print

Date

Witness' Signature

Name in Print

Date



_____ (Company Name)

NOTICE TO ATTEND A DISCIPLINARY HEARING

Employee's Name: _____ ID No.: _____

This is to advise you that a Disciplinary Hearing regarding yourself will be held on:

_____ (day) _____ (date) at _____ (time) at
 _____ (venue).

The Disciplinary Hearing will be [a virtual hearing and] chaired by: _____

The reason for the Disciplinary Hearing is to investigate the charge(s) of alleged:

(Insert date, time and place of incident/s and names of persons present during the incident where applicable)

In order to make the Hearing procedurally fair, **you have the following rights:**

1. Please note the importance of attending the Disciplinary Hearing. Should you not attend, the Hearing may be conducted in your absence.
2. You may be represented by one fellow employee of your own choice. In the case where you are the shop steward of a representative trade union, the Employer will consult/inform the official.
3. You have the right to an interpreter.
4. You have the right to state your own case in response to allegations, call your own witnesses and present any relevant evidence in support of your case.
5. It is your own responsibility to secure the presence of your representative and witnesses.
6. You have the right to cross examine the witness(es) called by the initiator.
7. You have the right to present mitigating circumstances.
8. You have the right to appeal/refer a dispute to the relevant forum (Bargaining Council) within thirty days of any penalty which may be imposed and conveyed to you.

I hereby certify that I have read and understood the contents of this Notice.

 Manager / Initiator

 Employee

 Witness

 Date & Time

Indicate if the employee is suspended	Yes	No
If suspended, until which date?		

_____ (Company Name)

LETTER OF SUSPENSION

Employee Name _____ Job Title _____

Physical Address _____

Cell No. _____ Alternative Contact No. _____

Personal E-mail Address _____

By Hand / Per E-mail / Per SMS / Per WhatsApp: _____ (enter details)

Dear _____

SUSPENSION FROM WORK ON FULL PAY

Further to our discussions and the investigation conducted in respect of allegations made against you, this letter serves to confirm your suspension on full pay with immediate effect.

Annexed hereto, please find a Notification to Attend a Disciplinary Hearing. Alternatively, please report to your workplace on _____ (date) at _____ (time) to collect a Notification to attend a Disciplinary Hearing. Failure to respond timeously might result in further charges being instituted against you.

The reason/s for your suspension include/s: _____

You will appreciate the seriousness of these charge(s) and, as such, this suspension is being affected in the interests of yourself, the rest of the Company's employees and the business, and to enable the address of this matter in compliance with the Company's procedures. You will remain on suspension until such time as the matter has been finalised and will not be permitted to be upon the premises of the Company except for the purpose of attending the Disciplinary Hearing or as per Management's instruction. Notwithstanding anything to the contrary contained herein, the Company reserves the right to withdraw the Suspension at any time.

Should you, for any reason whatsoever, fail to comply with the instructions contained herein, this may result in further action being taken against you, which may include dismissal. We trust that you will provide your full co-operation in order that this matter may be addressed in accordance with the Company's well established procedures.

Yours sincerely

EMPLOYER

EMPLOYEE/REPRESENTATIVE

DATE

DATE



Employee's Response: _____

_____ (Company Name)

DISMISSAL LETTER

SUMMARY DISMISSAL (NO NOTICE PERIOD)

Employee's Name: _____ Employee's ID Nr: _____

Dear _____

With reference to the disciplinary hearing held on _____, it was concluded that you made yourself guilty of misconduct as per the following Charge(s) in the Notice to Attend a Disciplinary Hearing:

Due to the fact that your conduct is considered by the employer to be of a serious and unacceptable nature, the employer has regrettably decided that your services will be terminated as from the date of this Notice.

You will receive your normal remuneration for services rendered to date of this Notice as well as leave pay for accrued leave and overtime due to you. Payment will be made by the employer by means of EFT (electronic fund transfer) directly into your bank account by _____ (date). You must leave the premises on _____ (date). All keys, clothing and equipment that belong to the employer must be handed to your employer/supervisor immediately.

You have the right to refer a dispute to the MIBCO Bargaining Council within 30 days from date of this Notice, should you believe that this matter has been conducted in a procedurally and / or substantially unfair manner.

SIGNATURE OF EMPLOYER/REPRESENTATIVE

DATE

I acknowledge receipt of this Notice, and take note of the contents. The signing of this notice does not imply any admission whatsoever, but serves exclusively as an acknowledgement of receipt.

SIGNATURE OF EMPLOYEE

DATE

The contents of this notice were interpreted by me to the employee from _____ to _____ and the employee indicated that the employee understood.

SIGNATURE OF INTERPRETER

DATE



_____ (Company Name)
NOTICE OF WITHDRAWAL OF SUSPENSION AND
ULTIMATUM TO RETURN TO WORK

Employee Name _____
 Physical Address _____
 Cell No. _____ Alternative Contact No. _____
 Personal E-mail Address _____
By Hand / Per E-mail / Per SMS / Per WhatsApp: _____ (enter details)

Dear _____

1. You are informed herewith that your suspension from duty is hereby withdrawn with effect from _____ (date).
2. You are therefore instructed to return to work and report to management immediately.
3. You must resume your duties by _____ (day) _____ (date) at _____ (time).

**SIGNATURE OF EMPLOYER/
 REPRESENTATIVE**

DATE

This notice was handed over to the employee personally on _____ (date) at _____ (time) at _____ (address) by _____ (name of witness).

SIGNATURE OF WITNESS

DATE

The contents of this notice were interpreted to the employee from _____ to _____ (indicate languages). (S)he indicated that (s)he understood.

SIGNATURE OF INTERPRETER

DATE

DISCIPLINARY HEARING CHECKLIST

Tick off the steps as you proceed with the disciplinary hearing in order to ensure that all appropriate steps had been followed:

- Introduce everybody
- Ensure that persons, who should be present, are there
- Explain the reason for the enquiry
- Ensure that witnesses remain outside the office until called
- Read the employee's rights to her/him
- Ensure that the employee understands it
- State the charge(s) against the employee
- Ask whether s/he understands the charge(s) and whether s/he pleads guilty or not guilty

If the employee pleads guilty to the charge:

- Satisfy yourself of the validity of the guilty plea
- Hear evidence in mitigation
- Consider previous disciplinary record, prior to making a finding
- Ask the accused to make a statement of guilt in writing

If the employee pleads not guilty:

- Invite the complainant to state his/her case with supportive documentation/evidence
- Permit the accused to examine the evidence and ask questions of the complainant
- Question the complainant and the accused
- Call in witnesses – one at a time, to give their statements
- Question the witness
- Afford all parties the opportunity to cross question

This procedure must be followed until the complainant and accused have called all their witnesses:

- Satisfy yourself that all facts have been heard
- Adjourn the hearing in order to consider all the evidence prior to giving a finding
- Arrive at a decision (i.e. whether the employee is guilty or not guilty) on your own
- Ensure that there is sufficient and reasonable evidence on a balance of probabilities that a transgression has taken place
- Reconvene the hearing once a decision has been reached
- Notify the parties of the decision and the reasons therefore

If not guilty:

- Close the enquiry
- Do not destroy the relevant documentation to the case but retain on file

If found guilty:

- Prior to deciding the appropriate penalty, take notice of:
 - The employee's service record and valid disciplinary record and any aggravating or mitigating circumstances
 - Invite the accused to state any mitigating factors
 - Any similar previous cases and the decisions taken in those cases
 - The **substantive fairness** of the penalty
- Adjourn the hearing to consider an appropriate penalty
- Ensure that the accused and the complainant are present when the decision is communicated
- Ensure that the action taken is understood by both the accused and the complainant
- Advise the accused that s/he has a right to refer the matter to the Bargaining Council – in the case of a dismissal

When to use this Notice:

Desertion is a form of misconduct and special attention is paid to this form of misconduct in the MIBCO Main Agreement Clause 7.4. This **Desertion Notice** should not be used by an Employer when the MIBCO Main Agreement is not enforceable. In this event, it is recommended that an Employer uses the **Ultimatum to Return to Work & Notice to Attend a Disciplinary Hearing** (Annexure S)

DESERTION NOTICE

Date: _____

Company Name _____

Employee Name _____

Physical Address _____

Cell No. _____ Alternative Contact No. _____

Personal E-mail Address _____

By Hand / Per Personal E-mail / Per SMS / Per WhatsApp / Registered Letter: _____

_____ (enter manner of communication and keep record/s)

Dear _____

DESERTION NOTICE

Our communication to you by means of _____, dated _____ refers.

You have not reported for duty since _____ (date), without authorisation and/or communication. We have attempted to contact you to establish your whereabouts, without success.

Be advised that, in accordance with the provisions of Clause 7.4 (1) of the Motor Industry Bargaining Council Main Collective Agreement, you will be regarded to have deserted the workplace after a continuous absence of 5 (five) consecutive working days and without notification to your employer of your whereabouts.

We therefore regard you to have deserted and your Contract of Employment with us accordingly has been terminated on this basis.

You have 30 (thirty) days from the date of this letter to submit a written appeal to us. The appeal must contain valid grounds, for example, what has happened during this period, why you were unable to communicate with us, etcetera.

Yours sincerely

EMPLOYER

_____ (Company Name)

ULTIMATUM TO RETURN TO WORK & NOTICE TO ATTEND A DISCIPLINARY HEARING

Employee's Name: _____ ID No.: _____

You are hereby instructed to appear at a formal disciplinary hearing.

Upon your return, you will be advised of a date for the disciplinary hearing. Alternatively:

This is to advise you that a Disciplinary Hearing regarding yourself will be held on:

_____ (day) _____ (date) at _____ (time) at _____ (venue).

The Disciplinary Hearing will be [a virtual hearing and] chaired by: _____

The reason for the Disciplinary Hearing is to investigate the charge(s) of alleged:

(Insert date, time and place of incident/s and names of persons present during the incident where applicable)

1. **Desertion.**
2. **Alternative to Charge 1:**
 - a) **Absenteeism without leave from _____ to date.**
 - b) **Failing to notify your employer of your absence and / or expected date of return related to the abovementioned period.**
 - c) **Failing to provide valid proof of your absence for the abovementioned period.**
3. _____
(list any other charges).

In order to make the Hearing procedurally fair, **you have the following rights:**

1. Please note the importance of attending the Disciplinary Hearing. Should you not attend, the Hearing may be conducted in your absence.
2. You may be represented by one fellow employee of your own choice. In the case where you are the shop steward of a representative trade union, the Employer will consult/inform the official.
3. You have the right to an interpreter.
4. You have the right to state your own case in response to allegations, call your own witnesses and present any relevant evidence in support of your case.
5. It is your own responsibility to secure the presence of your representative and witnesses.
6. You have the right to cross examine the witness(es) called by the initiator.
7. You have the right to present mitigating circumstances.
8. You have the right to appeal/refer a dispute to the relevant forum (Bargaining Council) within thirty days of any penalty which may be imposed and conveyed to you.

I hereby certify that I have read and understood the contents of this Notice.

Manager / Initiator

Employee

Witness

Date & Time

When to use this Contract: When an employee is appointed for a fixed term period as provided for in Clause 3.6 of the MIBCO Main Agreement — Clause 3.6 provides more detail on the boundaries set in law for appointment of employees on fixed term contracts. No employee shall be placed on a Fixed Term Contract as a substitute for a probationary period.

FIXED TERM EMPLOYMENT CONTRACT

concluded between

Registration Number: _____

(Hereinafter referred to as “The Employer” or “The Company”)

and

Identity Number: _____

(Hereinafter referred to as “The Employee”)

1. Position

2. Maximum Period Of Employment

2.1. Starting Date: _____

2.2. Ending Date: _____

2.3. Reason for the Temporary Contract:

INITIALS

3. Termination

3.1. The Contract may be terminated by either party before the Ending date on one week’s notice (if weekly paid) and two weeks’ notice (if monthly paid).

3.2. There is currently no reason for this Contract to be renewed after expiry.

INITIALS

3.3. If at any time during the period of this Contract you reach a point where you have breached our disciplinary code to dismissal level, we will terminate the contract either summarily or with of notice.

4. Remuneration

_____ per week / month.

5. Working Hours

5.1. From _____ to _____ Mondays to Fridays.

5.2. You are entitled to a _____ minute lunch break daily.

5.3. You are entitled to a _____ minute tea break daily at _____ and _____.

5.4. Hours can vary from time to time in accordance with the Employer’s operational requirements.

6. Duties

A list of your duties is attached. These may change from time to time.

7. Overtime

7.1. You may be required to work overtime for which reasonable notice will be given.

7.2. The overtime rates as laid down in the MIBCO Main Agreement shall apply.

8. Shifts

You may be required to work alternate shifts. Management will give you reasonable notice.

9. Discipline

Whilst in the employ of the Company, you will be subjected to the Company’s Disciplinary Code as attached hereto.

10. Leave

One day for every 17 shifts worked.

11. Sick Leave

One day for every 26 days worked (during first 6 months of employment).

12. Provident Fund

Only applicable to employees who have worked in the Motor Industry in South Africa for at least 6 months (sufficient evidence must be provided), failing which this clause shall not apply.

The signees hereof warrants that they are duly authorized to enter into this Contract with the terms thereto and that all the information provided herein is true and correct in all aspects.

SIGNED AT _____ ON THIS _____ DAY OF _____.

EMPLOYER'S SIGNATURE

NAME IN PRINT

CAPACITY

EMPLOYEE'S SIGNATURE

NAME IN PRINT

CAPACITY

AS WITNESSES:

1) _____
SIGNATURE

2) _____
SIGNATURE

NAME IN PRINT

NAME IN PRINT

EMPLOYMENT CONTRACT
FOR TEMPORARY , FIXED TERM & PERMANENT EMPLOYEES

When to use this Contract: When an employee is appointed for a Temporary Period, Fixed Term Period or Permanent Period. Refer to Clauses 3.6 and 3.7 of the MIBCO Main Agreement that provide more detail on the boundaries set in law for the appointment of employees on Temporary or Fixed Term Contracts. No employee shall be placed on a Temporary or Fixed Term Contract as a substitute for a probationary period. The Contract allows the employer to select the relevant duration of this Employment Contract.

EMPLOYMENT CONTRACT

concluded between

Registration Number: _____

(Hereinafter referred to as “The Employer” or “The Company”)

and

Identity Number: _____

(Hereinafter referred to as “The Employee”)

We have pleasure in confirming our offer of employment. This will serve as your letter of appointment with the Employer on acceptance by submitting a signed copy¹ of this Employment Contract (Hereinafter referred to as “The Contract”) to the Employer.

You may be provided with a formal job description. Such job description and performance objectives form part of this Contract.

This Contract confirms the specific working relationship between yourself and the Employer.

In light of the above-mentioned, the parties hereby agree as follows:

1 Parties

- 1.1 The Employer is *ENTITY NAME AND ENTITY POSTFIX*, a *Company / Close Corporation* duly registered and incorporated in accordance with the laws of South Africa, with registration number: _____, and with its main and principle place of business at _____.

¹ A signed copy of this Contract implies the party's full signature on the last page and the party's initial on all other pages. The Employer will sign the Contract after receiving a signed copy from the applicant, and will then provide a signed copy of the Contract to the newly appointed Employee.

1.2 The Employee is _____ (Full Name and Surname), with Identity Number: _____, SARS Income Tax Registration Number: _____, personal email address: _____ and _____ physical address _____ at _____.

1.3 The Employee undertakes to inform the Employer, without delay, of any change of address.

2 General

2.1 In this Contract, any reference to the masculine shall also include the feminine and any reference to the singular shall include the plural, and *vice versa*, unless the context indicates otherwise.

2.2 Unless specified otherwise in this Contract, any amendment to this Contract shall only be valid if recorded in writing and signed by both parties.

2.3 Conditions of employment relevant to this Contract are based on the provisions of the MIBCO (Motor Industry Bargaining Council) Main Collective Agreement (hereinafter referred to as the "MIBCO Main Agreement") read with amongst other Section 49² and Section 29³ of the Basic Conditions of Employment Act 75 of 1997. Disputes that remain unresolved after following internal procedures may be referred to the DRC (Dispute Resolution Centre) of MIBCO.

3 Date of Contract and Assumption of Duty⁴

3.1 This Contract comes into effect once signed by both parties, and therefore upon realizing of the signature of the party who signs last.

3.1.1 Temporary Employment⁵

Employment will commence on _____ (start date) and terminate on _____ (end date)⁶, or terminates for any reason provided for herein, or terminates upon completion of the following clearly defined task or project:

INITIALS

² Section 49 of the Basic Conditions of Employment Act provides for "Variation of Basic Conditions by agreement".
³ Section 29 of the Basic Conditions of Employment Act provides for "Written particulars of employment".
⁴ This offer of employment expires and needs to be renegotiated in its entirety if the applicant for the position to whom this offer of employment is made, fails to return a signed copy of this Contract on or before the date indicated in the above paragraph 3 of this Contract, for the applicant to start working.
⁵ Clause 3.6 of the MIBCO Main Agreement provides more details on the boundaries set in law for appointment of staff on fixed term contracts.
⁶ If the probationary period ends after the end date of the fixed period contract, the termination date of the fixed period contract will override the probationary period and the Contract will be terminated based on the termination date or event specified in paragraph 3.1.1 above.



whichever befalls the first. The Employer hereby already gives notice of intention to terminate the services of the Employee:

INITIALS

3.1.1.1 On the date, task and/or project specified above, in which case no further notice of intention will be given by the Employer to the Employee, however;

3.1.1.2 If the Employee's services are terminated for reasons specified in paragraph 3.2 below, notice will be dealt with in line with the unique attributes of the relevant prevailing scenario.

OR

[This Employment Contract is adapted to apply to either temporary employment or permanent employment in the motor industry by merely selecting the appropriate paragraph 3.1.1 or 3.1.2.

Therefore choose either paragraph 3.1.1 above or paragraph 3.1.2 below and draw a line through the other one]

3.1.2 Permanent Employment

Employment will commence on _____ and is subject to the probation period as referred to hereunder, and will terminate when the Employee reaches retirement age⁷ or for any other reason listed in paragraph 3.2 below.

3.2 This Contract continues until the Contract is terminated for any reason accepted in law⁸.

3.3 (If applicable) The period of _____ months, i.e. from _____ (start date) to _____ (end date) is acknowledged to count towards the period of employment of the Employee on the basis of the same period had been worked for a previous Employer/s who formerly⁹ owned the Company of the Employer.

4 Service

4.1 Job Title and Employee Duties

4.1.1 The Employer employs the Employee in the position of _____ and the Employee hereby accepts the said appointment subject to the terms and conditions recorded herein. The Employee will start working at _____ (physical address where Employee is to report for duty).

⁷ Retirement age is determined in line with the Company's retirement policy or in terms of prevailing law.

⁸ Most common reasons for terminating an employment contract are specified in Schedule 8(2)(2) of the Labour Relations Act 66 of 1995 i.e. operational requirements, misconduct and incapacity. Schedule 8(2)(2) needs to be read with the rest of Schedule 8 of the Labour Relations Act 66 of 1995 as amended. Without limiting the reasons for termination, other reasons for termination of contract include e.g. repudiation and/or fundamental breach of contract. For noting, desertion is a form of misconduct and special attention is paid to this form of misconduct in the MIBCO Main Agreement Clause 7.4.

⁹ Paragraph 3.3 above refers to the possible situation where the business was taken over by the current Employer from a former employer/s as a going concern with specific reference to Section 197(2)(d) of the Labour Relations Act 66 of 1995.

4.1.2 It is agreed that the Employee's duties and responsibilities have been discussed with him, and that the Employer reserves the right to change such duties and responsibilities at the Employer's sole discretion in consultation with the Employee by giving the Employee verbal or written notice thereof. Non-adherence to the direction of the Employer in terms of this paragraph by the Employee may lead to insubordination and may result in dismissal.

4.1.3 The position stated in paragraph 4.1.1 above is described in the relevant job description and/or implies briefly the following primary activities:

4.2 **General Conditions of Employment**

Conditions of employment listed in this Contract and/or any other Company document are often based on standards superimposed on the Employer by law including case law. The parties agree that if the law changes and/or if a law has been misinterpreted in this Contract or a Company document, the conditions of employment stated in this Contract or any other Company document may at the sole discretion of the Employer automatically changed to align with the new and/or appropriate superimposed standards, even if the changes are less beneficial to the Employee. Changes are to be imposed subject to Clause 3.3 of the MIBCO Main Collective Agreement.

4.3 **Probation**

4.3.1 The appointment of the Employee in the said position will be subject to the successful completion of a three (3) month probationary period calculated from the appointment date (hereinafter referred to as the "the probationary period"). The probationary period may be extended, in writing, where deemed necessary by the Employer. Any form of absence automatically extends the probationary period with an equal number of days absent, including but not limited to absence for annual leave, public holidays, illness, family responsibility leave and any other form of leave granted by the Employer as provided for in the MIBCO Main Agreement.

4.3.2 During the probationary period the Employee's performance, skills and competency in the position employed for, and the Employee's ability to work with the Employer's other employees, officers, directors, clients and other persons with whom the Employer has dealings, will be evaluated by the Employer.

4.3.3 Failure to meet the standards set by the Employer shall be sufficient reason to terminate the Employee's employment with the Employer, subject to the provisions of Schedule 8 of the Labour Relations Act 66 of 1995 as amended.

4.4 **Job Description and Performance Goals** (Read with paragraph 4.1 above)

- 4.4.1 A job description containing the most important responsibilities of the Employee's position may be issued to you.
- 4.4.2 The Employee will report to _____ (insert the job title of the superior).
- 4.4.3 The attainment of performance goals determined by the Employer from time to time shall be periodically evaluated by the Employee's supervisor. Continued non-attainment of performance goals may result in the termination of employment.
- 4.4.4 The Employer may have periodic feedback discussions with the Employee for the on-going evaluation of the Employee's performance.
- 4.4.5 The Employer expects from the Employee and it is the Employee's responsibility to acquire and maintain the required levels of knowledge and skills to enable him to comply consistently with the operational requirements of the job description and key performance areas (KPAs) as determined from time to time.
- 4.4.6 The Employee will be expected, from time to time, to complete training courses successfully, at the Employer's initiative during the duration of this Contract.

4.5 **Assignment to Clients**

- 4.5.1 The Employer reserves its right to assign the Employee to work at the premises of a client of the Employer and under the direct supervision of that client.
- 4.5.2 In the event where the Employee is assigned to one of the Employer's clients, the Employee shall work under the direct supervision of that client and shall report not only to the Employer, but to the client as well.
- 4.5.3 The Employee acknowledges that the client may require the Employee to utilise the equipment and electronic communication systems of the client due to certain confidentiality and intellectual property constraints.
- 4.5.4 No such assignment shall constitute an Employee-and-Employer relationship between the Employee and the client and the client shall, for the purposes of Section 200A¹⁰ of the Labour Relations Act 66 of 1995, remain in the direct employ of the Employer.

5 **Remuneration**¹¹

- 5.1 Your remuneration will be R _____ total cost to the Employer per month, and

¹⁰ Section 200A of the Labour Relations Act provides for a "Presumption as to who is an employee".

¹¹ "Payment of earnings", including deductions (Clause 3.9(8) and Clause 9.3) are regulated in terms of Clause 3.8 of the MIBCO Main Agreement.

calculated at:

- 5.1.1 R _____ per hour, and also;
- 5.1.2 R _____ (Add additional bullets e.g. 5.1.3 for any other remuneration e.g. differential rates of wages¹²; commission work¹³; travelling allowances¹⁴; shift allowance¹⁵; holiday bonus¹⁶; annual leave¹⁷; stand-by and call-out allowances¹⁸).
- 5.2 The Employer undertakes to pay remuneration to the Employee (*choose either monthly/weekly*) _____ on the _____ (date) of each *month/week* provided that it is a normal working day. If the _____ (date) falls on either a public holiday or a weekend, payment will be made on the preceding working day. Remuneration will be paid by way of direct payment into the Employee's account at a bank of the Employee's choice, provided that full details of such account are furnished by the Employee to the Employer in writing. The Employer banks with _____. The Employer cannot be held responsible for any delays caused by transfer from one bank to another if the Employee is with another bank than the bank of the Employer.
- 5.3 Any adjustment in respect of the payment method, payment frequency, payment day¹⁹ of remuneration may from time to time occur at the sole discretion of the Employer, subject to consultation with affected employees and subject to consideration of Clause 3.3 of the MIBCO Main Collective Agreement.
- 5.4 The Employee agrees that upon termination of his service with the Employer, any outstanding money owed to the Employer by the Employee will be deducted from any monies owed by the Employer to the Employee, and for this purpose, the Employee authorises the Employer to make such deductions where applicable. Alternatively the Employee agrees to pay the Employer all latter monies owed, failing which the Employer can recover the moneys owed and resulting legal costs shall be borne by the Employee.
- 5.5 Statutory deductions e.g. Unemployment Insurance Fund (UIF) contributions, tax, provident fund and other deductions will be made off the Employee's salary and will be reflected on the Employee's remuneration advise (i.e. pay slip).
- 5.6 The Employer may make deductions for reimbursement of damages caused by the Employee and other non-statutory deductions subject to the relevant law specified in footnote 21 stipulated herein.

¹² The MIBCO Main Agreement, Clause 3.10 refers to remuneration for "*differential rates of wages*".

¹³ The MIBCO Main Agreement, Clause 3.12 refers to remuneration for "*commission work*".

¹⁴ The MIBCO Main Agreement, Clause 3.14 refers to remuneration for "*travelling allowances*".

¹⁵ The MIBCO Main Agreement, Clause 4.4 refers to remuneration for "*shift allowance*".

¹⁶ The MIBCO Main Agreement, Clause 6 refers to remuneration for "*additional holiday pay and holiday bonus*".

¹⁷ The MIBCO Main Agreement, Clause 5.1 refers to remuneration for "*annual leave*".

¹⁸ The MIBCO Main Agreement, Clause 3.13 refers to remuneration for "*stand-by and call-out allowances*".

¹⁹ The MIBCO Main Agreement provides for the procedure to be followed to change the day on which earnings are paid in Clause 3.8(6).

6 Working Hours²⁰

6.1 Ordinary hours of work are as follows:

6.1.1 Working hours from Monday to Friday from _____ to _____.

6.1.2 You are entitled to a _____ minute lunch break daily.

6.1.3 You are entitled to a _____ minute tea break daily at _____ and _____.

(Tea breaks do not apply to Petrol Attendants.)

6.1.4 Hours can vary in accordance with the Employer's needs.

6.2 You will be expected to work overtime on occasion, which shall include weekends and public holidays. Overtime will be authorized in writing by management and the normal provisions e.g. rate of pay as contemplated in relevant labour legislation i.e. the MIBCO Main Agreement, as amended, will apply. An Employee's refusal to work overtime could amongst other constitute misconduct in the form of an unprotected strike and/or unauthorised absence and/or incapacity and be dealt with by management accordingly.

7 Leave

7.1 Annual Leave

7.1.1 You qualify for one (1) day's leave for every twenty-one (21) days worked, and may increase after five (5) years' service.

7.1.2 An Employer must grant an Employee at least:

7.1.2.1 21 consecutive days' annual leave on full remuneration in respect of each annual leave cycle; or

7.1.2.2 By agreement, one day of annual leave on full remuneration for every 17 days on which the Employee worked or was entitled to be paid; or

7.1.2.3 By agreement, one hour of annual leave on full remuneration for every 17 hours which the Employee worked or was entitled to be paid.

7.1.3 Annual leave-days accumulation is not allowed and excess leave will automatically be cancelled 4 (four) months after the annual leave cycle has ended, unless agreed otherwise in writing by management on an ad-hoc basis.

7.1.4 Excess leave will only be paid out on a pro-rata basis at termination of employment.

²⁰ Clause 4 of the MIBCO Main Agreement refers to "Regulation of working hours", providing rules for normal hours of work (Clause 4.1); overtime (Clause 4.2); Sunday work (Clause 4.3); Shift work (Clause 4.4); Night work (Clause 4.5); Short-Time (Clause 4.6). If applicable, pay special attention to the unique working hours of Watchmen in Clause 4.7.

For clarity on what is meant with excess leave, the following applies:

- 7.1.4.1 In general annual leave accrues during an Employee's annual leave cycle;
- 7.1.4.2 The leave cycle starts on the date of employment of each Employee;
- 7.1.4.3 The law requires an Employee to take annual leave during the first four months following a particular 12-month annual leave cycle; and
- 7.1.4.4 THEREFORE excess leave refers to leave not taken during the latest annual leave cycle and four months thereafter. Excess leave does not refer to annual leave accumulated during any former annual leave cycle/s.

7.2 Family Responsibility Leave

The Employee qualifies for family responsibility leave in accordance with the terms and conditions set out in the MIBCO Main Agreement as amended. A maximum of three days per year of service are awarded. Family responsibility leave may not be accumulated, and only apply in cases of family related emergencies as specified in Clause 5.5 of the MIBCO Main Agreement.

7.3 Sick Leave

- 7.3.1 In accordance with the MIBCO Main Agreement an Employee's first sick leave cycle consists of 36 months immediately following the employment date of the Employee.
- 7.3.2 Without changing the sick leave cycle explained in paragraph 7.3.1 above, the Employee would only be entitled to one day sick leave for every 26 days worked during the first six months of employment. The total sick days entitled to for the first 36 months' sick leave cycle will be reduced by the amount of sick days taken during the first six months of employment.
- 7.3.3 After the first six months of employment, if the Employee belongs to the MIBCO Sick, Accident and Maternity Pay Fund²¹:
 - 7.3.3.1 An employee who belongs to the Fund will be entitled to a maximum of 15 days' sick leave per year.
 - 7.3.3.2 An employee who belongs to the fund and who is a member of the Motor Industry Staff Association (MISA) will receive 100% of their salary for the first ten (10) days and 50% for the next five (5) days' sick leave taken per year.
 - 7.3.3.3 An employee who belongs to the fund and who is not a MISA member will receive 75% of their salary for any sick leave taken, to a maximum of fifteen

²¹ Employees employed by Companies where both the Employee and the Company are members of MISA and the RMI, are required by law to belong to the Fund. Employees who are not members of MISA, employed by an Employer who is a member of the RMI, may voluntarily join the Fund.

(15) days per year.

7.3.4 After the first six months of employment, if the Employee does not belong to the MIBCO Sick, Accident and Maternity Pay Fund:

7.3.4.1 For every sick leave cycle the Employee is entitled to, the amount of sick leave days equal to the number of days the Employee would normally work over a 6 week period; and

7.3.4.2 Sick leave will be paid by the Employer at 100% of the wage payable for the ordinary hours the Employee would have worked that day.

7.3.5 Sick leave cannot be accumulated to be transferred to the next sick leave cycle and is subject to such provisions as determined by the Employer from time to time.

7.3.6 In the event of illness or injury, the Employee shall immediately inform the Employer, particularly when the Employee is unable to work as a consequence of the illness or injury.

7.3.7 Should the Employee be absent from work for more than one day²² or more than two occasions during an 8 week period on account of illness, the Employee shall upon resumption of duties, submit a medical certificate signed by a medical practitioner²³ who is authorised to issue such a certificate, and the date on which the medical practitioner saw the Employee. Failure to do so or to inform the Employer of illness or injury as soon as possible after the illness or injury has occurred may be regarded as misconduct

7.3.8 If the Employee has already taken all sick leave entitled to during the respective periods provided for in paragraph 7 hereof, the Employee may be expected to submit a medical certificate for his absence every day thereafter and for the rest of the sick leave cycle.

7.3.9 Moreover, management may at any point in time during the Employee's sick leave cycle and irrespective of the amount of sick leave taken, require the Employee to provide proof of the Employee's whereabouts if the Employer has on the balance of probabilities reason to suspect foul play.

7.3.10 Sick leave may only be taken if the Employee is actually sick. Abuse of sick leave or altering a medical certificate constitutes dishonesty and may lead to dismissal.

7.4 **Maternity Leave (Relevant to female employees only)**

7.4.1 In accordance with the MIBCO Main Agreement read with the Basic Conditions of Employment Act, 75 of 1997, you will be entitled to at least four and a maximum of six

²² The MIBCO Main Agreement, Clause 5.2(7) regulates the submission of a medical certificate.

²³ The Basic Conditions of Employment Act defines a Medical Practitioner as follows: "medical practitioner – means a person entitled to practise as a medical practitioner in terms of Section 17 of the Medical, Dental and Supplementary Health Service Professions Act 56 of 1974".

consecutive months' maternity leave, commencing at any time from four weeks before the expected date of the birth of your baby or a period as determined in writing to be necessary, by a medical practitioner or midwife.

- 7.4.2 You may return to work as early as six weeks after the birth of the child should you so wish. If you wish to return to work prior to this six-week period, you will need to supply the Employer with a medical certificate, indicating that you are in good health and are able to resume your duties.
- 7.4.3 Application for maternity leave should be made in writing at least 3 months prior to the commencement of maternity leave. You will be required to sign an agreement detailing your planned maternity leave, including planned starting date of maternity leave as well as planned return date from maternity leave.
- 7.4.4 Should you have less than 12 months' service with the Employer at the time your baby is born, you will be granted maternity leave strictly in accordance with the Basic Conditions of Employment Act 75 of 1997, i.e. you will be entitled to a maximum of four months' unpaid maternity leave.
- 7.4.5 An Employee who has a miscarriage during the third trimester of pregnancy or bears a stillborn child is entitled to maternity leave for six weeks after the miscarriage or stillbirth, whether or not the Employee had commended maternity leave at the time of the miscarriage or stillbirth.
- 7.4.6 Irrespective of the planned return time, the Employee must give the Employer at least four weeks' written notice of intention to return to work after maternity leave.
- 7.4.7 An employee who is a member of the MIBCO Sick, Accident and Maternity Pay Fund may apply for maternity pay for up to seventeen (17) weeks at a rate of 30% of their wages.

7.5 Parental Leave

- 7.5.1 An employee may apply for 10 (ten) **consecutive** days of leave when they are expected to become a parent.
- 7.5.2 Such application must be made at least 30 days before the first day of such leave, which is due on the day of the child's birth or the date of an adoption order being granted, or the date that a child is placed in care of a prospective adoptive parent pending finalisation of an adoption order. Upon application for parental leave, the employee agrees to produce a valid medical certificate as proof of the child's expected date of birth or evidence as proof of the expected adoption.
- 7.5.3 Employees are to note that they will not be paid by the Employer during this period and must instead apply for benefits from the Department of Labour.

7.6 Adoption Leave

- 7.6.1 An employee who is an adoptive parent of a child below the age of two years may apply for ten (10) weeks' Adoption Leave of leave when they are expected to become a parent.
- 7.6.2 Such application must be made at least 30 days before the first day of such leave, which is due on the day of the child's birth or the date of an adoption order being granted, or the date that a child is placed in care of a prospective adoptive parent pending finalisation of an adoption order.
- 7.6.3 Upon application for adoption leave, the employee agrees to produce sufficient evidence as proof of the expected adoption.
- 7.6.4 If an adoption order is made in respect of two adoptive parents, only one of the adoptive parents may apply for Adoption Leave whilst the other will only be entitled to apply for Parental Leave.
- 7.6.5 Employees are to note that they will not be paid by the Employer during this period and must instead apply for benefits from the Department of Labour.

7.7 Commissioning Parental Leave

- 7.7.1 An employee who is a commissioning parent in a surrogate motherhood agreement is entitled to at least 10 (ten) **consecutive** weeks' Commissioning Parental Leave which may commence on the birth of the infant.
- 7.7.2 Such application must be made at least 30 days prior to the employee's intention to commence Commissioning Parental Leave.
- 7.7.3 In the event of two commissioning parents, only one parents may apply for Commissioning Parental Leave whilst the other will only be entitled to apply for Parental Leave.
- 7.7.4 Employees are to note that they will not be paid by the Employer during this period and must instead apply for benefits from the Department of Labour.

The Employer may compile and/or amend an Employee Manual containing further information about conditions of employment and other employment related information.

8 Undertakings by the Employee

8.1 **The Employee undertakes to deliver to the Employer, and the Employer hereby instructs the Employee to do so within seven days of appointment:**

- 8.1.1 Certified copies of the Employee's identity document, proof of qualifications, SARS income tax registration number, marriage certificate (if applicable), and any other

document specified by the Employer in writing to the Employee.

8.1.2 A certificate of membership of the Employee's previous Medical Scheme, or if such certificate cannot be obtained, a completed confidential medical declaration of health with regard to the Employee and each of the Employee's dependants.

8.2 The Employee agrees, and the Employer hereby instructs the Employee that for the duration of this Contract the Employee shall:

8.2.1 Not keep any copies of any Employer correspondence, documents, technical data or other information or records at his place of residence, nor remove such Employer correspondence, documents, technical data or other information or records from the premises of the Employer without proper authorisation, except if such documents are reasonably required by the Employee to perform his duties in terms of this Contract.

8.2.2 Attend to all tasks or business allocated to him or for which, by virtue of the position he holds, he is responsible, within a reasonable time and with due circumspection and diligence.

8.2.3 Adhere to all valid administrative and other relevant rules of the Employer as amended from time to time.

8.2.4 Not undertake any outside responsibilities or directorships or interest in any other business, or run a private business either directly or indirectly, including but not limited to where, in respect of any of these activities, a real or potential conflict of interest²⁴ with the Employer exists or may exist.

8.2.5 Not in any way use his position to further or profit himself or any other institution, employer, business or person.

8.2.6 Inform the Employer, without delay, of any change of address.

8.2.7 Inform the Employer, without delay, of any change in the number of his dependants, together with full details of any further dependant.

8.2.8 Undergo a breathalyser test upon request of the Employer, when the Employer suspects the Employee to be under the influence of alcohol.

8.2.9 Undergo a urine test at the request of the Employer when the Employer suspects the Employee to be under the influence of narcotics.

8.2.10 Undergo a polygraph test at the request of the Employer, the results of which may be used as additional evidence to prove an offense.

²⁴ Clause 9.1 of the MIBCO Main Agreement, refers to "Outwork" and also prohibits and describes various forms of conflict of interest.

8.3 Failure to comply with the undertakings and instructions by the Employer in paragraphs 8.1 to 8.2 above entitle the Employer at any time when realizing the above has not been complied with, to suspend the Employee without pay until such time that the Employee has complied. The Employee agrees that these provisions are material conditions of this Contract and such suspension without pay will not constitute constructive dismissal. Alternatively or additionally, non-compliance with the undertakings in the latter paragraphs may at any time lead to the dismissal by the Employer on the basis of amongst other insubordination, subject to fair procedure.

9 Guarantees by the Employee

9.1 The Employee will respect the Employer and all colleagues, clients and other business related people. In the context of this Contract, respect means to behave in a manner harmoniously and well-suited with:

9.1.1 The subordinate position in which the Employee stands in relation to the Employer; and

9.1.2 The position in which the Employee stands in relation to colleagues, clients, and other business related people.

9.2 The Employee is not a party to, nor threatened by, litigation for reasons that may relate to his competence to meet his job requirements or for reasons of any material nature.

9.3 The Employee has never been found guilty of a common law offence or a statutory offence for reasons that may relate to his capacity to meet the job requirements or for any reasons of a material nature, other than that which had been placed on record at the time of the formal application for employment.

9.4 All information furnished to the Employer by the Employee is true and correct and no material information has been withheld.

9.5 The following forms of misconduct are relevant to paragraphs 9.1 to 9.4 above and are considered as serious forms of misconduct that may lead to dismissal, e.g.:

9.5.1 Insolent behaviour meaning undermining the Employer; and/or

9.5.2 Dishonesty, e.g. by providing information that is false or less than the truth and/or withholding information, e.g. skills, abilities, qualifications, job related personal info.

10 Transfer

The Employer reserves the right, depending on operational circumstances, to transfer an Employee in the Employee's or in the Employer's operational interest to another location (including own or other sector, division or post). Such a transfer will not be enforced unreasonably. Company liability for relocation costs will depend on the unique merits of each situation. Even though the Company may

provide guidelines for relocation costs, we have to avoid unrealistic expectations that can harm the Company in future, and at the same time to be reasonable and consistent in considering relocation costs. Conditions attached to any relocation costs should also protect the Company from potential losses in case of early resignation or the likes by the Employee.

11 Administrative Support

The Employee will be supplied with all the equipment reasonably necessary in the discretion of the Employer to enable the Employee to fulfil his duties according to the job description.

12 Confidentiality and Conflict of Interest

12.1 The Employee Records, Acknowledges and Agrees that:

- 12.1.1 During the course of his employment in terms of this Contract, he shall become acquainted with, gain personal and in-depth knowledge of and have direct access to strategic, sensitive and confidential information of the Employer (including the Employer's technical and business know-how, confidential information, goodwill and intangible assets in general), hereinafter collectively referred to as "the Confidential Information", which is not readily available to a competitor of the Employer;
- 12.1.2 The Confidential Information is of strategic importance to the business of the Employer and the Employer accordingly has a legitimate proprietary and commercial interest therein which the Employer is entitled to protect;
- 12.1.3 Should any of the Confidential Information become available to a competitor of the Employer, it could cause the Employer considerable financial loss; and/or
- 12.1.4 The only effective and reasonable manner in which the Employer's legitimate proprietary and commercial interests in the Confidential Information could be protected so as to avoid financial loss to the Employer is by way of the Employee furnishing the confidentiality undertakings provided for in clause 12.2 below.

12.2 In consideration of the benefits accruing to the Employee in terms of this Contract and in the interest of the protection and maintenance of the Employer's Confidential Information, the Employee undertakes to the Employer that:

- 12.2.1 He shall not during his employment by the Employer or at any time thereafter, either himself utilise and/or directly or indirectly divulge and/or disclose to any third party (except as required by the terms and nature of the Employee's appointment/employment with the Employer) any of the Employer's Confidential Information;
- 12.2.2 He shall not derive any benefit, whether directly or indirectly, from the Confidential Information, nor, without limiting the generality of the a foregoing, be engaged,

involved, concerned or interested, whether directly or indirectly, in the economic exploitation, whether by marketing, promoting, advertising or selling in any manner whatsoever, the Confidential Information;

12.2.3 He shall treat as confidential all Confidential Information which a third party has in terms of any contract made available to the Employer and which has become known to the Employee in the course of his duties under this Employment Contract, and he shall not divulge to third parties any information regarding such Confidential Information contrary to the terms of the aforesaid contract;

12.2.4 Any documents or records (including written instructions, drawings, notes or memoranda) relating to the Confidential Information of the Employer which are created by the Employee or which come into the Employee's possession during the existence of this Contract, shall be deemed to be the property of the Employer and shall be surrendered to the Employer on demand, and in any event on the termination of the Employee's appointment by the Employer and the Employee will not retain any copies or extracts thereof; and/or

12.2.5 The Employee shall be precluded from being engaged with any clients of the Employer for a period of 1 (one) year from termination of this Contract.

13 Employer Policies and Procedures and Employee Manual

13.1 The Employee is subject to the Employer's Disciplinary Code, Grievance Procedure, and other Codes of Conduct, e.g. the Code of Ethics and Employee Manual. Copies of these documents are available from the HR Department.

13.2 The Employee undertakes to familiarise himself with the content of the relevant codes.

13.3 Should it be necessary to discipline the Employee in respect of misconduct, discipline may be applied according to the Employer's relevant codes.

13.4 The Employee undertakes to follow the Grievance Procedures, should any grievance or complaint arise in respect of the employment relationship between the parties.

13.5 The Employer reserves the right to change its Employer's codes, policies, procedures and the Employee manual at management's sole discretion in line with business needs, subject to consultation with potentially affected employees.

13.6 Unless specified otherwise the Employer's codes, policies, procedures and the Employee manual are to be adhered to on the basis of apply or explain.

13.7 The Employee agrees that the Employer may refer any serious matter of misconduct to the MIBCO DRC (Dispute Resolution Centre) for a Pre-Dismissal Arbitration hearing. This implies that the MIBCO DRC conducts the hearing and issues an Arbitration outcome before the Employee is

dismissed. For ease of reference, more information about the Pre-Dismissal Arbitration hearing can be obtained on the website of the CCMA under “Information Sheets”.

14 Searching of Staff

The Employee hereby voluntarily agrees that a member of the Employer’s security personnel who has been authorised to do so, if and when such a member requests the Employee’s cooperation in this regard, may search him, his personal belongings and any Employer property that he may utilise in the course of his employment. Any search in terms of this paragraph will be conducted in a reasonable manner. In case of search of the person, male will search male and female will search female. Security staff may request the assistance of management in their search and guide management so requested, accordingly.

15 Intellectual Property Rights

15.1 Ownership of Intellectual Property Rights

15.1.1 The ownership of all intellectual property rights, including but not limited to copyright, trademarks, domain names, designs, inventions and trade secrets, embodied in works or other subject matter directly or indirectly made or created by the Employee during the course of the Employee’s employment shall vest in the Employer.

15.1.2 The Employee hereby cedes and transfers all such rights to the Employer. Such transmission of rights applies to works, inventions and the like both presently in existence and to come into being in the future. The Employer hereby accepts such cession and transfer.

15.2 Moral Right Waiver

The Employee hereby waives in favour of the Employer, or any successor in title, any moral rights held by him in any works made by him in which copyright subsists and vests in the Employer by virtue of this Contract.

15.3 Proof of Title to Rights

The Employee shall when called upon to do so by the Employer, provide all reasonable information, materials, cooperation and/or assistance to the Employer to enable the Employer to prove the subsistence of, and its title to, the Intellectual Property rights subsisting in all the works made by him and in which the Intellectual Property rights vest in the Employer by virtue of this Contract.

15.4 Consent to Monitoring and Interception

15.4.1 The Employee is hereby informed of the fact that the Employer may monitor any real-time, stored or archived communication, including private communication that are or

were generated using the Employer's telecommunications system or Employee's telecommunication systems used in the Employer's premises or in relation to the Employer's interests. The circumstances of such actions by the Employer may further be determined by the Employer's relevant telecommunications policy, as amended from time to time.

15.4.2 The Employee hereby waives his right to privacy with regard to any communications emanating from or received by him and monitored by the Employer and in accordance with the above and/or such policy.

16 Termination

16.1 Notice must be given by either party in order to terminate this Contract, of at least:

16.1.1 One day's notice during the first week of employment;

16.1.2 One week's notice after the first week of employment for weekly paid staff; and

16.1.3 Two weeks' notice after the first week of employment for monthly paid staff.

16.2 In the event of termination of employment, the Employer may, at its discretion, give written permission to an Employee to leave on shorter notice. The Employer reserves the right to ask the Employee to leave instantly and pay an amount equal to what the Employee would have earned during notice.

17 Domicilium

Both parties elect the addresses referred to in paragraph 1 hereof as the *domicilium citandi et executandi* address at which both parties will receive all correspondence, notices, process documents and communications in respect of this Contract. All notices addressed and mailed to either party at the said address by pre-paid registered post or by courier or if hand delivered by any other person, shall be deemed to have reached that party in the ordinary course of postal or courier deliveries or if hand delivered by any other person, on the seventh day after dispatch of the notice. The Employee is reminded of the undertaking in paragraphs 1.3 and 8.2.6 above to inform the Employer without delay, of any change to the physical address of the Employee.

18 General

This document constitutes the sole record of the Employment Contract between the parties. Neither party shall be bound by any representation, warranty, promise nor the like not recorded in this Contract. Any amendments to the terms of this Contract shall be of no force or effect unless put into writing and signed by the parties, either in the form of an entire new contract or in the form of an addendum amending the existing Contract. The latter format is to be determined by the Employer.

