



EMPLOYMENT AGREEMENT

2021

Entered into between

ADVANCED CLEANING SERVICES (PTY) LTD

(Registration Number: CK2018/103862/07)

(A PTY LTD duly incorporated in accordance with the company laws of the Republic of South Africa)

(Herein referred to as “**the employer**”)

And

(name)
(Identity Number)

(Herein referred to as “**the employee**”)

1. **INTERPRETATION AND PRELIMINARY**

- 1.1. The headings of the clauses in this agreement are for the purpose of convenience and reference only and shall not be used in the interpretation of nor modify nor amplify the terms of this agreement nor any clause hereof. Unless a contrary intention clearly appears -
- 1.2. words importing -
 - 1.2.1. any one gender includes the other two genders;
 - 1.2.2. the singular includes the plural and vice versa; and
 - 1.2.3. natural persons include created entities (corporate or unincorporated) and the state and vice versa;
- 1.3. the following terms shall have the meanings assigned to them hereunder and cognate expressions shall have corresponding meanings, namely -
 - 1.3.1. "Act" means the Labour Relations Act 66 of 1995;
 - 1.3.2. "BCEA" means the Basic Conditions of Employment Act 75 of 1997;
 - 1.3.3. "commencement date" means;
 - 1.3.4. "company" means **Advanced Cleaning Services (PTY) LTD** and its subsidiaries, from time to time;
 - 1.3.5. "employee" means **name & identity no;**
 - 1.3.6. "parties" means the company and employee;
 - 1.3.7. "termination date" means the date upon which the employee's employment with the company ceases or is terminated for any reason whatsoever;
- 1.4. any reference to an enactment is to that enactment as at the date of signature hereof and as amended or re-enacted from time to time;
- 1.5. if any provision in a definition is a substantive provision conferring rights or imposing obligations on any party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision in the body of the agreement;
- 1.6. where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.

2. **NOVATION**

This agreement supersedes and novates any previous agreements between the parties of whatsoever nature.

3. **APPOINTMENT OF EMPLOYEE**

START DATE WITH COMPANY (if applicable): _____ otherwise;

With effect from _____ the company appoints the employee in the position ofat Advanced Cleaning Services. Please note that you may on occasion be required to perform tasks that are not part of your normal daily duties or routines but may be necessary due to the operational requirements of the Company/ Client.

The employee accepts such appointment and will be based at _____ but agree that you may be transferred to any other existing or future establishment / sites of the employer/ client, provided that it is within a reasonable distance of where you are based at time of signature of this agreement.

4. **DURATION**

- 4.1. Your employment shall commence on the _____ day of _____ and you will serve a (if applicable) _____ months' probation period, at which time you will be assessed, and will be informed prior to the end date whether you will continue with the company or not.
- 4.2. *the agreement between the parties shall subsist from the period as stipulated in clause 4.1. Such duration shall be determined by the service level agreement as entered into by the employer and the client, which in this agreement is a period from _____ to _____ .*
- 4.3. Should it be that the client terminates the agreement prior to the end date as stated in clause 4.2, which shall inevitably be prior to the end date of this agreement with the employee in terms of clause 4.1, this agreement with the employee shall also terminate as consequent to this termination by the client.
- 4.4. The termination as consequent to the termination of this agreement shall not be construed as any form of dismissal (i.e., unfair dismissal and operational requirement)
- 4.5. When this agreement reaches the end date as stipulated in clause 4.1, this agreement shall automatically terminate, of which that would be the end of the employment relationship as per this agreement.
- 4.6. The employee, at the termination of the SLA may be allocated by the employer to another site on another SLA, therefore requiring the employee to sign an addendum to this contract, extending the period of employment as and when governed by that SLA.
- 4.7. The employee specifically acknowledges that:

He/she fully understands the employer's contract with the client may be terminated and/ or reviewed by the client from time to time and for any cause whatsoever, or may terminate through the passing of time, and that in consequence thereof, the nature of the employee's employment and its duration is totally dependent upon the employer's contract with the client, and that the employees' contract of employment will terminate at any time as and when the event referred to in 4.2 above occurs. In such event, this contract shall automatically terminate on notice being given in terms of this contract. Such termination shall not be construed as being termination for operational reasons but termination due to the given terms of this contract. Such termination shall not be construed as being termination for operational reasons, but termination due to the due completion of the contract between employer and its client. The employee acknowledges and agrees that he/she shall not be entitled to continued employment with Advanced Cleaning Services, nor will any severance pay be payable by Advanced Cleaning Services.

5. NOTICE OF TERMINATION

- 5.1 This agreement may be terminated on written notice of not less than 1 (one) day within the first 4 weeks, and 4 (four) weeks' notice after 4 weeks, given by the company or the employee to the other. The company may elect to pay the employee in lieu of notice. It is further noted that should the employee fail to adhere to the notice period in terms of this contract, that the company reserves the right, by way of compensation, to withhold any monies owing to the employee.
- 5.2 The company shall be entitled to terminate the employee's employment summarily (or on such other basis it considers appropriate), if the employee –
- 5.2.1 is guilty of conduct justifying a summary dismissal according to the Company's Code of Conduct, common law or the Labour Relations Act, as amended; and/or
 - 5.2.2 is guilty of conduct which is likely to bring him/her or the company into disrepute or is convicted of an offence involving dishonesty; and/or
 - 5.2.3 commits a breach of any of the terms of this agreement or the company's code of conduct or fails to abide by requirements in 6 below; and/or
 - 5.2.4 continues to perform her duties and functions unsatisfactorily, having been counselled and afforded a reasonable period of time for improvement; and/or
 - 5.2.5 is made redundant or retrenched for reasons based on the company's operational requirements; and/or in respect of 4.4 above or
 - 5.2.6 for any other reason recognised in law.

6. DUTIES OF EMPLOYEE

The employee shall:

- 6.1 perform to the best of his/her abilities all duties and functions reasonably assigned to him/her by or on behalf of the company in connection with its business or the business of the client;
- 6.2 obey the instructions and directions of their manager/ supervisor/ client's management or senior management of the company and/or of any duly authorised person on the company's behalf;
- 6.3 use and maintain the assets of the company entrusted to him/her with the utmost care; You furthermore agree that any loss or damage to company or client equipment, for which you have been found responsible through negligence or neglect will be repaired or replaced by you.

this includes, among others, computers, laptops, printers, cell phones, bar code readers.
- 6.4 devote the whole of his/her time and attention during the company's normal business hours, and such reasonable amount of additional time as may be necessary, having regard to the exigencies of the business of the company, to the business and affairs of the company;
- 6.5 use his/her utmost endeavours to protect and promote the business and interests of the company and to preserve its reputation and goodwill;
- 6.6 be true and faithful to the company in all dealings and transactions whatsoever relating to its business and interests;
- 6.7 disclose to the company all and any acts and omissions which in the past may have constituted or which at any time may constitute a breach by the employee or any other employee of her obligations to the company from whatsoever cause arising;
- 6.8 not during his/her employment or thereafter, regardless of the reason for termination of his/her employment, communicate or divulge to any unauthorised person any confidential matter or information relating to the business affairs, processes, trade secrets, trade connections and/or client lists of the company;
- 6.9 not engage in conduct or activity that may raise questions as to their or the company's honesty, impartiality, reputation or otherwise cause embarrassment to it; and
- 6.10 comply with any and all policies and procedures as amended from time to time by the company, copies of which can be obtained from the company's human capital department.
- 6.11 It is forbidden to approach other staff within the workplace to join pyramid schemes or money lending schemes, any such activity is undertaken at your own risk.

7. **REMUNERATION**

The company shall pay the employee an hourly rate of _____/ Hr cost to company based upon the client’s needs and available shifts which will be deposited directly into the employee's bank account on the last day of the month.
less lawful deductions.

All remuneration is subject to statutory and any other agreed deductions and the employee agrees to such deductions being made from the remuneration.

Note that monthly attendance registers run from 8th of previous month to the 9th of the current month. But could vary from client to client.

8. **PERFORMANCE MANAGEMENT**

8.1 The employee agrees that it is the prerogative of the management of the company to utilise any suitable instruments in assessing his/her performance of duties and functions to the company.

8.2 The employee further agrees that in addition to traditional methods of performance appraisal, the company will assess the employee’s performance based on the company’s values.

8.3 Furthermore the employee agrees to and may be required to submit themselves to searches of their person and possessions by a person designated by the employer/Client. Furthermore, in order to preserve the relationship of trust that exists between the employer and its employee, the company furthermore reserves the right to require you to undertake polygraph testing/ drug and/or alcohol tests at any point in time. These examinations may be deemed to be necessary under certain circumstances, like Health and Safety rules, or in which the issue of trust relationship between the parties is in question. Should you however refuse to undergo the polygraph or drug/alcohol testing, the company may choose to draw a negative inference from this.

9. **HOURS OF WORK**

Working hours are determined from time to time by the company and the operational requirements of each particular client/ site. Employees shall work a maximum of 45 hours in a week or 195 hours in a month. Due to operational requirement employees agree to work overtime if required and that the employee is/may be required to work outside the ordinary hours of work as and when required, taking into account the exigencies of the business, including evenings, Sundays and public holidays. Any overtime will be paid in accordance with the Basic Conditions of Employment Act, if the employee qualifies for overtime in terms of the said Act.

Your shifts at current site are: furthermore, you agree and accept that your shifts may be altered from time to time, due to operational requirement on your site, and that you agree to abide by any such alterations.

10. **ANNUAL LEAVE**

The employee shall be entitled annual leave in accordance with the provisions of the Sectoral Determination or Basic Conditions of Employment Act that are applicable at that time.

11. **SICK LEAVE**

11.1 The employee shall be entitled to paid sick leave, in accordance with the provisions of the Basic Conditions of Employment Act that are applicable at that time.

11.2 If the employee is incapacitated to the extent that he/she cannot attend at work or is unable to perform his/her duties, the employee shall inform the company of the extent of her illness and the anticipated duration of his/her absence preferably before the commencement of his/her shift or as early as possible, but by no later than 10h00 on the first working day of illness.

11.3 If the employee is absent from work for more than 2 (two) consecutive days, or on a Monday or a Friday or on a day preceding or following a Public Holiday twice in an 8-week period, the employee will thereafter be required to submit to the company a medical certificate for any subsequent absence.

11.4 Please note: Should an employee wish to be paid for sick leave he/she must present all appropriate documentation, including medical certificates and reports, issued by a medical practitioner authorised to do so in law, substantiating the reason for the employee's absence and relevant to a determination of the extent of his/ her incapacity.

12. **MATERNITY, PATERNITY AND FAMILY RESPONSIBILITY LEAVE**

The Employee shall be entitled to maternity and family responsibility leave as per the BCEA or the company’s leave policy, a copy of which shall be furnished to the employee upon signature of the employment contract.

12.1 **Parental Leave (paternal)**

An Employee who is a parent of a child and is not entitled to maternity leave, is entitled to 10 consecutive days’ parental leave when the Employees child is born or when an adoption order is granted.

The Employee may commence parental leave on:

- (i) the day that the Employee’s child is born; or
- (ii) the day that the adoption order is granted.

The Employee must notify the company in writing of the date on which the Employee intends to:

- (iii) commence parental leave; and
- (iv) return to work after parental leave.

Notification of when the Employee intends to commence parental leave and return to work thereafter must be given:

- (v) at least one month before

- (vi) employee's child is expected to be born; or
- (vii) adoption order is expected to be granted.

The Employee will not receive remuneration in respect of days on which he or she has taken parental leave and may apply for parental leave benefits from the Department of Labour, in terms of the Unemployment Insurance Act, 2001 ("the UI Act").

13. INVENTIONS, DISCOVERIES AND COPYRIGHT

- 13.1 Any discovery or invention or secret process or improvement in procedure or novel concept relating to the business made or discovered or innovated by the employee in the course and scope of her employment by the company in connection with or in any way affecting or relating to the business of the company or capable of being used or adapted for use by the company or in connection with its business shall be disclosed to the company and shall belong to and be the absolute property of the company or any other company nominated by it.
- 13.2 Insofar as may be necessary the employee hereby assigns to the company the copyright in all present and future works eligible for copyright including, without limitation, literary works or software programmes of which she may be the author, which works were or are created, compiled, devised or brought into being during the course and scope of her employment by the company. No consideration shall be payable by the company to the employee in respect of this assignment.
- 13.3 All reports, manuals, financial statements, budgets, indices, research papers, letters or other similar documents (the nature of which is not limited by the specific reference to the foregoing items) which are created, compiled or devised or brought into being by the employee or come into the employee's possession during the course and scope of her employment and all copies thereof will be the property of the company and, upon the termination date or earlier if required by the company, such documents and all copies shall be returned to the company.

14. CONFIDENTIALITY

- 14.1 In performing the duties and functions with the company the employee will have access to non-public information or materials describing or relating to the company, its clients and/or third parties to whom the company has a duty of confidentiality ('the third parties'), including but not limited to materials describing or relating to the business affairs, processes, trade secrets, client lists, trade connections, policies and/or procedures of the company, its clients and/or the third parties, formulae, strategies, methods, processes, computer materials (including but not limited to source or object codes, data files, computer listings, computer programmes and other computer materials regardless of the medium in which they are stored), and/or other confidential information of the company, its clients and/or the third parties ('the confidential information').
- 14.2 In respect of such confidential information the employee agrees that during her employment by the company and thereafter in perpetuity, regardless of the reason for the termination of her employment, she shall:
 - 14.2.1 hold the confidential information in strict confidence and will not, nor will she permit any other person to copy, reproduce, sell, assign, licence, market, transfer or otherwise dispose of, give and/or disclose the confidential information to any unauthorised person;
 - 14.2.2 take all reasonable steps to minimise the risk of disclosure of the confidential information to unauthorised persons and to ensure the proper and secure storage of any such confidential information;
 - 14.2.3 not, during her employment by the company or thereafter use for her own benefit or for the benefit of any other person or divulge or communicate to any person or persons, except to those of the officials of the company whose province it is to know the same, any of the company's secrets or any other confidential information which she may receive or obtain in relation to their affairs or their clients or to the working of any process or invention or to any marketing technique which is carried on or used by the company; and
 - 14.2.4 upon the termination of her employment for any reason whatsoever, return to the company the documents, papers or other materials relating to the company or obtained or developed in the course of her employment by the company or containing or derived from the confidential information and all copies thereof.

15. INCOMPATIBLE ACTIVITIES

The employee shall not during his/her employment by the company, without the company's prior written consent, whether or not for reward, work for another company or be employed by any business, trade, undertaking or concern other than that of the company.

16. ADMINISTRATION

- 16.1 The following documentation must be provided by the employee on her first day at work:
 - 16.1.1 Highest educational certificate;
 - 16.1.2 ACS Application form
 - 16.1.3 Certificates of service from previous employers;
 - 16.1.4 Proof of South African citizenship/permanent residence permit/work permit;
 - 16.1.5 Proof of personal bank account; please note that no 3rd party bank accounts will be accepted/ allowed.
 - 16.1.6 Any other personal document or report required. (e.g., Tax number)
- 16.2 The employee shall inform the Human Resources (HR) Department in writing of any change in their personal status, whether it is as a result of marriage, divorce, birth or death of dependents, legal adoptions of children or children no longer dependants.

16.3. The employee shall ensure that any changes of address or telephone numbers are registered with the Human Resources (HR) Department.

16.4 By signing this agreement, the employee acknowledges that he allows Technical Support staff members and management to access his/her electronic equipment, e.g., computer/ laptop, cell phone, for support, maintenance and audit functions.

17. NATIONAL CONTRACT CLEANERS PROVIDENT FUND

In compliance with the Government Basic Conditions of Employment Act (75/1997), amendment of sectorial determination (Gazette No 22836) – it is compulsory for all employees of contract cleaning companies to be members of the Contract Cleaning National Provident Fund as a condition of employment. The total contribution payable to the fund is 10.5% which is payable as 5.25% from employee and 5.25% from employer.

18. DOMICILIUM CITANDI ET EXECUTANDI

18.1 The parties choose as their *domicilium citandi et executandi* for all purposes under this agreement the following addresses:

20.1.1 The company – Unit 9 Ferndale Commercial Park, Corner Struik and Hylauma Streets, Strijdom Park, Randburg

20.1.2 The employee – _____.

18.2 Any notice or communication required or permitted to be given by either party to the other in terms of this agreement shall be valid and effective only if in writing.

18.3 A written notice or communication actually received by either party from the other shall be valid and effective notwithstanding that it was not sent to or delivered to the chosen *domicilium citandi et executandi*.

18.4 Any communication or notice required to be given or made under this agreement between the parties shall be deemed to have been received by the intended addressee:

20.4.1 on the day of delivery if delivered by hand or facsimile; and

20.4.2 on the tenth day after posting, if mailed by prepaid registered post.

19. TRANSFERS

The employee hereby agrees that *the employer reserves the right to transfer the employee* to an alternative contract should the company/ client request such a transfer. The client has a right to request such transfers, for whatever reasons, as the company is contracted to provide a service to the client. Should the employee be transferred to another contract, this contract will become null and void and a new contract will be drawn up.

20. GENERAL

20.1 The employee hereby agrees that in the event that her services are terminated for any reason whatsoever, the company may deduct all amounts owing to the company from any amounts due to the employee, on the date of termination of services.

20.2 This agreement, read with any applicable written policies, procedures, regulations or the like of the company, constitutes the whole agreement between the parties.

20.3 No relaxation or indulgence which the company may show to the employee shall in any way prejudice or be deemed to be a waiver of its rights under this agreement.

20.4 The parties record that the provisions of this agreement correctly reflect their intentions.

20.5 No amendment or any consensual cancellation of this agreement or any part hereof shall be binding on the parties unless recorded in writing and signed by both parties.

20.6 COMPANY & CLIENT RULES

You shall agree to abide by all the Company's and client's work rules, code of conduct, disciplinary policy & rules and health/safety rules, as amended from time to time. A copy of these rules are available from the Company for your perusal. Furthermore, the employee agrees to and may be required to submit themselves to searches of their possessions by a person designated by the employer/ client.

Furthermore, in order to preserve the relationship of trust that exists between the employer/ its client and its employee, the company reserves the right to require you to undertake polygraph testing/ drug and or alcohol tests at any point in time, as per clause 8.3 above.

21. SEVERABILITY

If any provision of this agreement is found by a court of law to be invalid or void, such provision shall be severed from the remaining provisions, which shall continue to be of force and effect.

SIGNED by the parties and witnessed on the following dates and at the following places respectively:

For the Employee

For the Employer

Signed at _____ on _____

Signed at _____ on _____

Name: _____

Name: _____

Signature: _____

Signature: _____

Witness/Interpreter _____

Witness/Interpreter _____