



## CONTRACT OF EMPLOYMENT

### STRICTLY PRIVATE AND CONFIDENTIAL

Employee name: Shuiso Walter Mkhobo

Address: 391 Khambyle Str Duduza

Position: Data Capture

Permanent Start Date: 03/02/2014

It is with great pleasure that we confirm your appointment to the staff of **Proteus Laboratories**.

The company's conditions of employment outlined to you during the interview are summarized in this contract. Any concerns relating to your condition of employment should be referred to your immediate superior.

Kindly sign all copies of this letter, initial all pages and return to the company on or before the commencement of this contract of employment. Your signature on this letter indicates your formal acceptance of the terms and conditions set out herein.

S.W

## STANDARD TERMS AND CONDITIONS OF EMPLOYMENT

### A. GENERAL

1. It is a specific term and condition of your employment that you may be required to perform other duties and responsibilities in the scope of your employment with the company.
2. The company reserves the right to apply the terms and conditions of employment as specified in the letter. It is expected that you acquaint yourself with company policies and procedures.
3. The company reserves the right to make reasonable changes to any of your terms and conditions of employment, subject to appropriate notice and consultation, which the changes shall be notified to you in writing from time to time.
4. The contract of employment together with your job description and the company policy make up the conditions of your employment. By signing this contract of employment you acknowledge that you will acquaint yourself with the above documentations and that the terms and conditions contained therein will be applied in the course of your employment at **Proteus Laboratories**.
5. By signing this contract of employment, you hereby give the company permission to verify your qualifications as stated on your CV.

### B. PROBATION

1. During the initial three months of your employment, you will serve a probationary period. The purpose of this period is to allow you to familiarize yourself with the laboratories processes and to provide you with the information and necessary guidance to perform.
2. During your probationary period, two weeks written notice is required by either party.
3. When employee is not performing to standard and is not following company policies and procedures three verbal warnings will be given followed by a written warning. Three written warning will lead to dismissal of employee.
4. In the event that you resign from **Proteus Laboratories** and fail to give the proper notice as stipulated above, you will be liable to pay the company an amount equal to notice that should have been given. Your signature to this contract authorises the company to deduct this amount from the final payment due to you. (For example the outstanding salary due to you)

### C. WORKING HOURS

1. You will be required to a minimum of 40 working hours per week. You will be entitled 30 minutes lunch break.
2. The company reserves the right, upon reasonable notice to change your working hours if the need arises.
3. You are required to work a minimum of two Saturdays in a month and alternate public holidays.
  - a. Overtime will only be worked if agreed to between the parties, from Time to time.

- b. The employee will be paid for overtime at the rate of one and a half times His/ her total wage
4. Any work on Sundays will be by agreement between the parties from time to time. If the employee works on a Sunday he/she shall be paid double
5. If an employee does not work on a public holiday, he/she shall receive normal payment for that day. If the employee works on a public holiday he/she shall be paid double.

#### D. REMUNERATION

1. We have agreed that your commencing salary will be ( \_\_\_\_\_ ) per month.
2. Necessary performance bonuses will be negotiated and added to your salary. Salaries will be review from time to time. Yearly % increment will be decided by management on a yearly basis.
3. Employee will be entitled to a 13<sup>th</sup> cheque that will be paid out to him/ her on the month they were employed by **Proteus Laboratories**.
4. Employee's salary will be paid on the last day of every month.
5. UIF contributions will be paid by both the employee and the employer ratio will be 1:1

#### E. ANNUAL LEAVE

1. You will be entitled to a maximum of 20 days leave per year cycle. Of which there will be accumulated before taking. The customary 60 days per 3 year cycle applies
2. Leave will be taken at a time which is mutually convenient to both yourself and the company and must be approved by your superior.
3. Should **Proteus Laboratories** close over the festive season in December, this will be regarded as annual leave.
4. No unauthorized leave will be permitted.

#### F. SICK LEAVE

The customary 36 days per 3 year cycle applies. The company will require the employee to produce a doctor's certificate stating the duration of your incapacity.

1. From the first day of absence your superior will have to be notified via a phone call. No message via (sms, watsapp etc shall be taken), unless you cannot get hold of your supervisor.
2. Once all sick leave has been used, and more days are needed the deduction will come from your annual leave.
3. Sick leave will not be utilized as annual leave.
4. Sick leave not taken cannot be accrued.

#### G. FAMILY RESPONSIBILITY LEAVE

Employees who have worked for the company for longer than 4 months are entitled to 3 days per year for attending to family responsibilities. The following situations for which such leave may be taken:

- When an employee's child is sick.
- In the event of a death of an employee's spouse or life partner, parent, grandparent, child, grandchild or sibling only. ( no aunts, uncles, cousin, friends etc)

Family responsibility leave not taken cannot be accrued.

#### H. TERMINATION

On conclusion of your probationary period, your employment with **Proteus Laboratories** is permanent and subject to 30 day notice in writing by either party to the other. The contract may be terminated with or without notice for misconduct, incapacity or operational requirements of the company, or any other reason recognised in law as being sufficient.

The parties agree that on termination of the contract of employment, the employer shall furnish the employee with a certificate of service and the UI19.

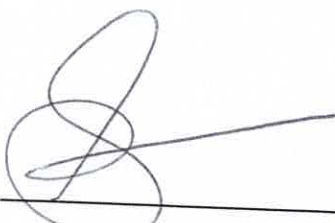
#### I. CONFIDENTIALITY

The fullest degree of confidentiality is expected from employees not to discuss matters relating to their work with family members, friends etc. Patient information, results etc are to be kept as confidential failing to do such will lead to an immediate dismissal.

#### J. OTHER INTERESTS

1. No employee may be directly or indirectly engaged in any other business or undertaking that of the Company prior to embarking on such interests. No employee may be involved in any part-time employment without the Company's prior permission given in writing.
2. You may not misuse **Proteus Laboratories** emails, telephone, internet system, Wifi - connection in any way, misusing the above mentioned will be subject to disciplinary action which may lead to dismissal.
3. If any equipment, petty cash etc is to be stolen by you, you will be subject to disciplinary action which may lead to dismissal.


The management of **Proteus Laboratories** welcomes you as a member of staff and trust that the relationship will be a long and constructive one

Signature 

Date 12/12/2018

Witness 

Date 12/12/2018

 12/12/2018



*in pursuit of perfection*

**CONTRACT OF EMPLOYMENT**

**STRICTLY PRIVATE AND CONFIDENTIAL**

Employee name: Sibusiso Walter Mkhobo

Address: 391 Khambule Str Duduza

Position: Data Capture

Permanent Start Date: 1/04/2012.

It is with great pleasure that we confirm your appointment to the staff of **Proteus Laboratories**.

The company's conditions of employment outlined to you during the interview are summarized in this contract. Any concerns relating to your condition of employment should be referred to your immediate superior.

Kindly sign all copies of this letter, initial all pages and return to the company on or before the commencement of this contract of employment. Your signature on this letter indicates your formal acceptance of the terms and conditions set out herein.

## STANDARD TERMS AND CONDITIONS OF EMPLOYMENT

### A. GENERAL

1. It is a specific term and condition of your employment that you may be required to perform other duties and responsibilities in the scope of your employment with the company.
2. The company reserves the right to apply the terms and conditions of employment as specified in the letter. It is expected that you acquaint yourself with company policies and procedures.
3. The company reserves the right to make reasonable changes to any of your terms and conditions of employment, subject to appropriate notice and consultation, which the changes shall be notified to you in writing from time to time.
4. The contract of employment together with your job description and the company policy make up the conditions of your employment. By signing this contract of employment you acknowledge that you will acquaint yourself with the above documentations and that the terms and conditions contained therein will be applied in the course of your employment at **Proteus Laboratories**.
5. By signing this contract of employment, you hereby give the company permission to verify your qualifications as stated on your CV.

### B. PROBATION

1. During the initial three months of your employment, you will serve a probationary period. The purpose of this period is too allow you to familiarize yourself with the laboratories processes and to provide you with the information and necessary guidance to perform.
2. During your probationary period, two weeks written notice is required by either party.
3. On conclusion of your probationary period, your employment with **Proteus Laboratories** is subject to 30 day notice in writing by either party to the other. The contract may be terminated with or without notice for misconduct, incapacity or operational requirements of the company, or any other reason recognised in law as being sufficient.
4. When employee is not performing to standard and is not following company policies and procedures three verbal warnings will be given followed by a written warning. Three written warning will lead to dismissal of employee.
5. In the event that you resign from **Proteus Laboratories** and fail to give the proper notice as stipulated above, you will be liable to pay the company an amount equal to notice that should have been given. Your signature to this contract authorises the company to deduct this amount from the final payment due to you. (For example the outstanding salary due to you)

### C. WORKING HOURS

1. You will be required to a minimum of 40 working hours per week. You will be entitled 30 minutes lunch break.
2. The company reserves the right, upon reasonable notice to change your working hours if the need arises.

J.W

3. You are required to work a minimum of two Saturdays in a month and alternate public holidays.

#### **D. REMUNERATION**

1. We have agreed that your commencing salary will be ( \_\_\_\_\_ ) per month.
2. Necessary performance bonuses will be negotiated and added to your salary. Salaries will be review from time to time. Yearly % increment will be decided by management on a yearly basis.
3. Employee will be entitled to a 13<sup>th</sup> cheque that will be paid out to him/ her on the month they were employed by **Proteus Laboratories**.
4. Employees salary will be paid on the last day of every month.
5. UIF contributions will be paid by both the employee and the employer ratio will be 1:1

#### **E. ANNUAL LEAVE**

1. You will be entitled to a maximum of 20 days leave per year cycle. Of which there will be accumulated before taking.
2. Leave will be taken at a time which is mutually convenient to both yourself and the company and must be approved by your superior.
3. Should **Proteus Laboratories** close over the festive season in December, this will be regarded as annual leave.
4. No unauthorized leave will be permitted.

#### **F. SICK LEAVE**

The customary 10 paid working days per annum applies. The company will require the employee the employee to produce a doctor's certificate stating the duration of your incapacity.

1. From the first day of absence your superior will have to be notified via a phone call. No message (sms, watsup etc shall be taken), unless you cannot get hold of your supervisor.
2. Once all sick leave has been used, and more days are needed the deduction will come from your annual leave.
3. Sick leave will not be utilized as annual leave.
4. Sick leave not taken cannot be accrued.

#### **G. FAMILY RESPONSIBILITY LEAVE**

Employees who have worked for the company for longer than 4 months are entitled to 3 days per year for attending to family responsibilities. The following situations for which such leave may be taken :

- When an employees child is sick.
- In the event of a death of an employee's spouse or life partner, parent, grandparent, child, grandchild or sibling only. ( no aunts, uncles, cousin, friends etc)

Family responsibility leave not taken cannot be accrued.

## H. CONFIDENTIALITY

The fullest degree of confidentiality is expected from employees not to discuss matters relating to their work with family members, friends etc. Patient information, results etc are to be kept as confidential failing to do such will lead to an immediate dismissal.

## J. OTHER INTERESTS

1. No employee may be directly or indirectly engaged in any other business or undertaking that of the Company prior to embarking on such interests. No employee may be involved in any part-time employment without the Company's prior permission given in writing.
2. You may not misuse **Proteus Laboratories** emails, telephone, internet system, Wifi - connection in any way, misusing the above mentioned will be subject to disciplinary action which may lead to dismissal.
3. If any equipment, petty cash etc is to be stolen by you, you will be subject to disciplinary action which may lead to dismissal.

The management of **Proteus Laboratories** welcomes you as a member of staff and trust that the relationship will be a long and constructive one

Signature \_\_\_\_\_

Date

12/12/2016

Witness \_\_\_\_\_

Date

12/12/2016