

EMPLOYMENT CONTRACTS

THE BASICS

- There is no legal requirement for written contracts of employment to be signed for a valid employment relationship to exist.
- There is however a requirement in terms of section 29 of the Basic Conditions of Employment Act that certain specified information must be given to an employee in writing upon commencement of employment.
- A signed written contract of employment has many benefits, e.g. clarity of the terms and conditions agreed upon; permissions and warranties given by the employee; formalising the employment relationship; pre-empting various challenges / risks which may arise during the course of the employment relationship, etc. It is advisable, therefore, to have written contracts in place which incorporate the information that the employer is legally required to give to employees.

BCEA Requirements – written particulars – section 29

29.(1) An employer must supply an employee, when the employee commences employment, with the following particulars in writing-

- (a) the full name and address of the employer;*
- (b) the name and occupation of the employee, or a brief description of the work for which the employee is employed;*
- (c) the place of work, and, where the employee is required or permitted to work at various places, an indication of this;*
- (d) the date on which the employment began;*
- (e) the employee's ordinary hours of work and days of work;*
- (f) the employee's wage or the rate and method of calculating wages;*
- (g) the rate of pay for overtime work;*
- (h) any other cash payments that the employee is entitled to;*
- (i) any payment in kind that the employee is entitled to and the value of the payment in kind;*
- (j) how frequently remuneration will be paid;*
- (k) any deductions to be made from the employee's remuneration;*
- (l) the leave to which the employee is entitled;*
- (m) the period of notice required to terminate employment, or if employment is for a specified period, the date when employment is to terminate;*
- (n) a description of any council or sectoral determination which covers the employer's business;*
- (o) any period of employment with a previous employer that counts towards the employee's period of employment;*
- (p) a list of any other documents that form part of the contract of employment, indicating a place that is reasonably accessible to the employee where a copy of each may be obtained.*

MORE THAN THE BASICS:

UTILISING THE EMPLOYMENT CONTRACT AS A PEOPLE MANAGEMENT TOOL

- The employment contract can also be utilised as a powerful tool to pre-empt potential disputes and to minimise legal risks and challenges that are bound to arise at some point.
- That will however require more than a one- or two-page document with only basic terms and conditions listed - but the payoff will become evident later throughout the course of the employment relationship.
- A comprehensive contract, properly drafted by an expert in employment law, will circumvent many typical employment-issues and save the employer money and headaches going forward.
- There are many legal complexities as well as practical issues that can, and should, be addressed by the employment contract in the first instance, if you know how.
- If you are interested in finding out more about this, then invest in the further tools and training on this site. You'll thank me later.

#helpingyourwork