



Employee Contract

Services: Wireless Internet Connectivity

Labour Agreement

Dear _____,

It is with pleasure that CTECG announces that you have been appointed as a _____.

The conditions and terms of your appointment are subject to the Basic Conditions of Employment Act and the Labour Relations Act. The nature of the activities that you must execute is set out and is defined in ANNEXURE A, the Grievance and Disciplinary code is attached hereto, and it is marked as ANNEXURE B, the Administrative Adjudication of Road Traffic Offences Act, 1998 is attached and marked as Annexure C as well as the Filed Services & Support Policy marked as Annexure D.

Kindly familiarize yourself with the contents of this contract as well as the Annexure and ensure that you understand the contents thereof thoroughly. Please note that you will be appointed on a 3-month probation period, once your performance reflects improvement we will review your salary. Please be advised that the terms included in this contract are confidential and are legally binding.

Kind Regards,

Annelise Janse van Rensburg

Date

Director:

Mzanzi Lisetta Media & Printing (Pty) Ltd t/a CTECG

TERMS AND CONDITIONS OF EMPLOYMENT

1. DUTIES:

- a) The duties which will be expected of you are attached hereto as Annexure "A", please ensure that you read through the annexure carefully and that you clearly understand and undertake to perform as such.

2. REMUNERATION:

- a) Your gross salary is **R** _____ per month and will be paid monthly, electronically on the 28th of each month, unless the 28th does not fall on a weekday, the first weekday after the 28th, with deductions as stipulated by the Law.
- b) You can earn a commission of up to R 350.00 per successful sale of an Internet connection as per Annexure I. Commission payments will be made with your salary and will only be payable if payment from the client has been received.
- c) A probation period of 3 (THREE) months is applicable during which you will be evaluated on a regular basis. After the completion of the probation period a bi-annual performance assessment will be done. If deemed necessary by the employer, the probation period may be extended with another 3 (THREE) months.
- d) Salary increases may be done once a year at the discretion of the employer, if it is economically viable and they will be performance based.
- e) Bonuses will only be related to performance and will be at the discretion of the employer; bonus will be reviewed annually and can only be offered if it is economically viable.
- f) Pay slip with a complete breakdown of your salary and any deductions made on your salary will be made available upon request. Please be advised that your payslip and salary are confidential and should be treated as such.
- g) Overtime will be paid 1.5 times the normal working rate for employees earning below the threshold.
- h) Overtime for employees earning above the threshold will be negotiated between the employee and the employer, please note overtime is considered as additional time spent on additional work not related to your daily tasks that are expected from you to be completed. These additional hours are monitored and revised monthly by HR and management if required.
- i) A 2-day period must be allowed to arrange with the Employer for leave if leave is for only a day. Should the employee wish to take more than a day's leave a notice period of at least a week will be required.

3. WORKING HOURS:

- a) Office hours are under normal circumstances from 07:30 until 17:00, Mondays to Fridays.
- b) There will be a daily morning meeting to discuss the day's work from 07:30 until 08:00
- c) There will be a Tool and Vehicle inspection from 06:30 to 07:30 on Monday mornings, that all technicians are to attend, even if you do not have a dedicated vehicle.
- d) There will be compulsory training from 06:30 to 07:30 on Wednesday mornings.
- e) You must use the HikCentral AC system to clock in/out.
- f) You may be required to work overtime. Remuneration for overtime is stipulated above. (2(g))
- g) The Employer will give you reasonable notice when overtime is required, you must be honest about overtime hours, a note must be made on the system (HikCentral AC) to indicate the reason for the overtime, if there is no note, no overtime will be calculated.
- h) Working after hours is not considered as 'overtime' if you are struggling to or if you are not completing a job within the required time frame or leaving the office by 17:00.
- i) You may also take 1-hour lunch per day in rotation to ensure that there is always a technician on duty.
- j) You will be responsible for your lunch and other refreshments except for tea/coffee which will be catered for by the Tea Fund mentioned in 15 (c) (iv).

4. VEHICLE:

- a) A company vehicle may be allocated to you and should only be used for the intended purpose as per the Employer's instructions. It is always your responsibility to have a valid driver's license in your possession and do a vehicle inspection to avoid traffic fines.
- b) All road traffic fines are your own responsibility. These will be paid by the Employer and deducted from your salary.
- c) Company vehicles can only be driven by valid licensed drivers.
- d) If at any time the driver's license is lost or stolen the employee must obtain a valid temporary license and report to the Operational Manager, renewals must be done prior to the expiry date.
- e) Any damage caused to the vehicle due to negligence will be repaired and the costs deducted from your salary.
- f) KM readings to be reported once a month during the first Tool and Vehicle Inspection for the month.
- g) Vehicles must be cleaned – inside and outside on Monday mornings / the morning after the weekend (should it be a long weekend).
- h) Tools must always be sorted and clean.
- i) Identification/ Mobilizer Vehicle Tagging – your first tag will be provided to be used, should this tag be damaged or missing, you will need to report this within 24 hours, and it will be replaced at the current cost for the tag and programming at your expense. Should you be unable to do so immediately the employer will replace it and the cost will be deducted from your salary.
- j) Vehicles contain tracking systems to enable the Operations Manager to track vehicles for scheduling purposes as well as your safety.
- k) Damage caused by negligence to either Tools or Vehicles must be reported without delay.
- l) Missing tools will be replaced at the expense of the technician.
- m) It is the responsibility of drivers to notify management if their licenses were withdrawn or suspended for any reason (AARTO)¹, this may lead to disciplinary investigation which might put your position with the company at risk.
- n) Drivers will be held responsible for insurance excess payments where the employee was found guilty of negligence / gross negligence after a vehicle accident.
- o) Disciplinary investigation will follow if these rules as well as those in Annexure D (Field Services & Support).

5. DRESS CODE AND UNIFORM:

- a) You will receive shirts with the company logo to be worn. Please be advised that you will be liable for any negligence resulting in loss or damage to the uniform.
- b) Uniforms may be issued every second year at the discretion of the employer.
- c) Trousers/ Shorts will not be provided by the employer. In Summer khaki shorts can be worn and in Winter dark wash denims or chinos can be worn.
- d) No skinny/ripped/ torn jeans will be allowed.
- e) Clothing should be ironed. Torn, dirty and frayed clothing will be not acceptable, if the shirt is damaged or in a terrible condition before the two-year period, the technician/assistant will be held liable to replace the shirt at their costs, and the employer's request.
- f) Open shoes (sandals) are not safe and are therefore not allowed.
- g) Always dress neatly and in accordance with the requirements for the position. Tardiness will not be accepted, and the employee can be sent home by the employer on unpaid leave to neaten his appearance. The employee represents the image of the company.
- h) Safety equipment (hard hats, safety glasses, nose/mouth dust-protection and fluorescent over shirts are available at the office when the mines are visited.
- i) High Site teams will always be required to wear safety shoes, only the first pair will be provided by the Employer.

¹ Administrative Adjudication of Road Traffic Offences Act, 1998

6. COMMUNICATION:

- a) A SIMCARD with airtime contract will be provided. Ensure that you do not give your personal contact details to clients as it is not allowed. The airtime is to be used for business purposes only and remains the property of CTECG.
- b) A voicemail must be set up as follows: "Goodday, you have reached [your name] from CTECG. I'm currently not available, for assistance please call the 24/7 Support Line on 076 979 0642, Goodbye."
- c) This number will be used for the "Technicians" WhatsApp group, all messages should be responded to within 2 hours during office hours or when on duty. Please use the company logo as your WhatsApp profile picture.
- d) Emails must be responded to within 24 hours.
- e) Laptops will not be provided. A staff member could sign up for a laptop contract with a reputable provider, 50% of the monthly fee (Excluding insurance) will be paid towards the contract to the maximum value of R 350.00, if employment terminated the full contract will remain the employee's responsibility.
- f) The laptop remains the property of the employee but needs to be used by the employee to do his work to the best of his capacity. The laptop is one of the most important items required for the position, no excuses will be accepted if work cannot be complete.
- g) Should your service with the company be terminated the laptop must be returned to the office or the employer to remove all company related data and/or information before termination/resignation.
- h) If the laptop is stolen/ damaged because of negligence, it remains the employee's responsibility to replace the laptop.

7. INTERNET CONNECTION AND EQUIPMENT:

- a) Equipment for an Internet Connection will be installed without cost to you at your residence. The equipment remains the property of the company.
- b) Should your service with the company be terminated, you will be liable for the cost of the equipment, alternatively the equipment will be removed, and services will be cancelled.
- c) You will be liable for any damage caused by negligence on the equipment.
- d) If you have been our client before your employment at CTECG,

8. ADHERENCE TO LABOUR LEGISLATION:

- a) All current legislation, including the Basic Conditions of Employment Act, Labour Relations Act, the Compensation for Occupational Injuries and Diseases Act, the Occupational Health and Safety Act, the Unemployment Insurance Act and any other Industrial legislation applicable to the Employer and her Employees will also be applicable to you.

9. DISCIPLINE AND GRIEVANCES:

- a) You are required to adhere to the requirements as set out in this agreement which is attached hereto as Annexure B.
- b) Any problem or feeling of dissatisfaction must be addressed according to the grievances procedure and it will be handled with confidentiality by the Employer.

10. TASKS AND RESPONSIBILITIES:

- a) You undertake to behave in the spirit of what is meant by loyalty in the execution of your prescribed tasks.
- b) The Employer reserves the right to with prior notice and adequate reasons being provided, decrease or increase your tasks and responsibilities and to include within the spectrum of your tasks any legal tasks that are to the advantage of the business. If the Employer decides, you may be employed in a position different from the one you were appointed in.

- c) If it is found that you were negligent in the performance of your tasks and responsibilities and that your actions incurred of a loss to the business financially or otherwise as a result thereof, the compensation will be deducted from your salary.
- d) You further undertake not to, in any way, harm the business activities of the employer through illegal or unjust labour actions.
- e) The employer undertakes and is committed to:
 - i. Fair and equal treatment of you as an individual.
 - ii. To keep you informed regarding operational requirements from the employer as well as to give you basic training regarding the tasks required of you.
 - iii. Resources to address and solve problems through the aid of consultation, discussions, or meetings.

11. PRIVATE WORK / TRANSACTIONS:

- a) While you are in the service of the Employer, you are prohibited from any private work to obtain additional income, which conflicts with your position (during working hours as well as after hours and during leave) without the written permission of the Employer.

12. TERMINATION OF SERVICE

- a) The service agreement can be terminated by either the employee or employer by informing the other party in writing four (4) weeks before the date of termination.
- b) Your continued service to the Employer is amongst others dependent on your adherence to the requirements set out in this document, as well as to those specified in the Basic Conditions of Employment Act and Labour Relations Act.
- c) Termination of your service for any reason legally acknowledged and considered sufficient, will result that you forfeit your right to any of the procedures.
- d) You may not take leave during the notice period of four (4) weeks.
- e) Leave pay will only be made one month after service termination
- f) Should short notice be given, the number of days of short notice will be deducted from the final salary.
- g) One week if employee has been employed for less than four (4) weeks.
- h) Two weeks if employee has been employed for less than 1 year
- i) Four weeks if the employee has been employed for 1 year or more.
- j) If Services are terminated, by the employee or employer, a check list will be given to the employee with a final date whereby all information, property and items e.g. passwords will be handed in and examined for damages or loss.
- k) Property or items that are returned and are either damaged, lost or in bad condition due to negligence from employees will be deducted from their final salary.

13. CONFIDENTIALITY

- a) You undertake hereby to keep all information, documents and processes related to your employment with the employer, as confidential always and not to make it public to any other person or organization.
- b) At termination of this contract, or on request by employer, you will return all books of accounts, records, papers and correspondence and other records that contain any reference to the employer and the business included, as well as any equipment and/or vehicles and tools.
- c) You further undertake not to enter into agreements or business transactions that are in direct or indirect conflict with the business activities.
- d) Your responsibility to keep logins safe, should you write down a login/ password please add an extra digit or letter at a designated location to ensure confidentiality.

14. DAMAGE TO PROPERTY

- a) Any loss or damage to vehicles, equipment and tools that are entrusted to you and that is used by you, or any damage to property, must be reported to the employer immediately.
- b) If it is found during disciplinary hearing that you were negligent the employer reserves the right to deduct the amount from your salary.

15. DEDUCTIONS

- a) Any deductions as determined by the employer will be deducted from your salary at the applicable rate.
- b) You undertake to allow the Employer to deduct any amount that is owed to the employer.
- c) The following deductions, as well as any other amount owed to the employer, will be deducted from your salary:
 - i. Loans and/or advancements on your salary
 - ii. Private telephone calls
 - iii. UIF, SDL, PAYE
 - iv. Tea fund
 - v. Unpaid Leave
 - vi. Negligence
- d) Loans will only be granted at the discretion of the employer.

16. ANNUAL LEAVE

- a) You are entitled to 15 working days leave per annum. Should more days be taken, it would be unpaid leave, and the employer must agree to the number of days taken unpaid before departure.
- b) Leave must be taken, where possible, in accordance with your tasks and responsibilities and within the framework of this agreement.
- c) If you are on support during your leave, you need to arrange with a colleague to rotate shifts.
- d) You must complete the necessary leave application form two (2) weeks before leave is taken for the Employer's approval available from the HR manager at hr@ctecg.co.za.
- e) Annual leave can only be accumulated for 12 months, i.e. to a maximum of 15 days.
- f) The employee is required to work their full twelve (12) months first before being allowed to take their annual leave. No pro-rata leave will be granted till this period.
- g) Leave not taken will be forfeited and will not be paid out. Employees will be allowed a 30-day period after leave has expired to take leave; however, this should be done in a manner which will not negatively affect productivity

17. PERSONAL EMERGENCIES

- a) Should an emergency arise, and the technician be late for work – please inform the General Manager and the Operations Manager via WhatsApp IMMEDIATELY.
- b) If this happens before the workday commences – the relevant managers should be informed BEFORE 07:00 via WhatsApp

18. SICK LEAVE

- a) 36 days in a 3 (three) year cycle (12 day per year) are allowed with the understanding that you must provide the employer with a medical certificate from an approved and licensed medical doctor.
- b) Sick leave not taken will not be paid out
- c) If more than 2 continuous days sick leave is taken, or the employee is booked off on more than two occasions in an 8-week period, the EMPLOYEE must submit an acceptable doctor's certificate
- d) During the first six months of employment, the EMPLOYEE will be entitled to one day's paid sick leave for every 26 days worked. This/hereafter the employee qualifies for 30 days in a cycle of 36 months
- e) If the EMPLOYEE is absent for an unreasonably long time, due to illness, or if continual illness occurs, the EMPLOYER may insist on a doctor's certificate for every day off

- f) If the EMPLOYER does not accept the EMPLOYEES explanation the EMPLOYER may insist the EMPLOYEE undergo a medical examination from a doctor selected by EMPLOYER.

19. FAMILY RESPONSIBILITY LEAVE

- a) An Employee is entitled to 3 (THREE) days family responsibility leave.
- b) This section applies to an employee who has been in employment with an employer for longer than four months who works for at least four days a week for that employer.
- c) An employer must grant an employee, during each annual leave cycle, at the request of the employee, three days' paid leave, which the employee is entitled to take when the employee's child is sick; or in the event of the death of the employee's spouse or life partner; or the employee's parent, adoptive parent, grandparent, child, Adopted child, grandchild or sibling.
- d) Subject to subsection (5), an employer must pay an employee for a day's family responsibility leave the wage the employee would ordinarily have received for work on that day on the employee's usual pay day.
- e) An employee may take family responsibility leave in respect of the whole or a
 - i. Part of a day.
 - ii. Before paying an employee for leave in terms of this section, an employer may require reasonable proof of an event contemplated in subsection (1) for which the leave was required.
 - iii. An employee's unused entitlement to leave in terms of this section lapses at the end of the annual leave cycle in which it accrues.
 - iv. A collective agreement may vary the number of days and the circumstances under which leave is to be granted in terms of this section.

20. MATERNITY LEAVE

- a) A female EMPLOYEE is entitled to 4 (FOUR) months unpaid maternity leave. If the Employee wants to return to work before the prescribed period, a doctor's letter confirming that the Employee is fit to work must be submitted before resuming duties.
- b) Application for Maternity Leave must be made at least two months in advance on the prescribed application form.
- c) A female EMPLOYEE who adopts a child under the age of two (2) is entitled to two months' maternity leave.

21. PARENTAL LEAVE & ADOPTION LEAVE

Basic Conditions of Employment Act (BCEA)

- a) **Parental leave (Paternity):** an employee, who is a parent of a child, is entitled to 10 consecutive days' parental leave. Parental leave can be taken from the day on which the child is born or on the date on which an adoption order is granted or on such day that the child is placed with the prospective adoptive parents, pending the finalisation of the adoption order.
- b) **Adoption leave:** an employee who is an adoptive parent of a child who is below the age of two years is entitled to 10 consecutive weeks of adoption leave or parental leave. Adoption leave can be taken from the date on which an adoption order is granted or on such day that the child is placed with the prospective adoptive parents, pending the finalisation of the adoption order. In cases where an adoption order is made or a prospective adoption order is pending in respect of two parents, one parent is entitled to take adoption leave and the other parent will be entitled to take parental leave.
- c) **Commissioning parent leave:** an employee who is a commissioning parent in a surrogate motherhood agreement is entitled to 10 consecutive weeks of commissioning parental leave or parental leave. Commissioning parental leave can be taken from the date on which the child is born. In cases where a surrogate motherhood agreement has two commissioning parents, one of the commissioning parents may apply for commissioning parental leave and the other may apply for parental leave.

Unemployment Insurance Act (UIF)

- a) Unemployment benefits are to be payable to employees who take parental, adoption or commissioning parent leave provided that the employee is registered as the father on the birth certificate, is a parent of a child below the age of two on an adoption order (or is a prospective adoptive parent in terms of a court order) or is the parent of a child born as a result of a surrogate motherhood agreement.
- b) Benefits that are payable to persons claiming under the UIA are enhanced by providing that a contributor's entitlement to benefits accrues at a rate of one day's benefit for every completed four days of employment subject to a maximum of 365 days' benefit in the four-year period preceding the application for the benefit. If an employee has credits and seeks to claim such leave, unemployment benefits must be paid regardless of whether that employee had claimed in the preceding four-year period.
- c) Benefits entitlements of a mother who has a miscarriage in her third trimester or bears a stillborn child are also enhanced. Provision is made for unemployment benefits to be paid for a period of 17.32 weeks.

22. PUBLIC HOLIDAYS

- a) When one of the public holidays' falls on a Sunday, the following Monday shall be a public holiday
- b) Strikes are not viewed as public holidays, therefore if you as the employee are involved or influenced by a strike and unable to work due to this strike that day absent will be regarded as either annual leave or unpaid leave.
- c) The EMPLOYEE agrees to work on any public holiday should this be required by the EMPLOYER.
- d) If the employee is scheduled for support on a public holiday the employee will be required to work the full support hours as usual.

23. LONGSTANDING ILLNESS OR INCAPACITY:

- a) Longstanding illness or incapacity is sufficient reason for the employer to terminate this contract.
- b) You cannot in this case claim any compensation, other than for salary and leave that is owed to you in relation to services already rendered, or days worked and leave accumulated.

24. PROLONGED ABSENTEESIM:

- a) Absence from work for any reason must be reported immediately to the employer.
- b) In the case of absence for three (3) days or longer without reporting the absence to the Employer, it will be interpreted as desertion and after following the correct procedure your services will be terminated.

25. SAFETY:

- a) You must always adhere to the safety regulations as stipulated by the EMPLOYER. With regards to the high sites, you are required to use the safety belts, high sites may not be accessed without the safety equipment.
- b) You will be provided with working at heights training and your RecoCell High Site Accreditation card must always be carried in your possession when on duty.
- c) Should you leave the company before the expiry date of the training, the training certificate will be provided to you and the cost of the training cost deducted from your last salary.
- d) Smoking poses a health risk to yourself as well as your colleagues and clients. Smoke breaks must be limited not to interfere with your productivity and the designated areas used for smoking.

26. SEARCHES:

- a) The company reserves the right, for security purposes, to conduct random searches of all people and or property on company premises. These searches will be carried out by security personnel or designated personnel.
- b) The searches will all times be conducted in a respectful manner, considering the dignity of the person being searched (man-on-man; woman-on-woman).

27. SECURITY, ACCESS, AND VISITORS:

- a) No firearms or weapons are allowed on the company premises or in the company vehicles, employees should by no means or under any circumstances carry weapons on the premises.
- b) You will be issued with your own keys for easy access to the office; however, it is your responsibility to keep the keys safe and report immediately should the keys go missing. Failure to do so may result in disciplinary action.
- c) No visitors are allowed beyond receptions; therefore, you may not bring any visitors into areas reserved for staff only.

28. UPDATING PERSONAL RECORDS

- a) In the event of any changes in your personal records, such as address, telephone number, etc. the HR MANAGER must be informed thereof, in writing, via email to hr@ctecg.co.za within one (1) week.

29. MEDICAL DECLARATION

- a) You herewith declare that you are medically fit and able to perform the services required as determined in this contract. If any related information becomes known after the agreement has been signed, you will be automatically disqualified for employment.
- b) You must inform the EMPLOYER of any existing medical conditions.

30. MEDICAL AID AND PENSION:

- a) The Company does not make provision currently for a medical aid fund.
- b) The Company does not make provision currently for a pension fund.
- c) Despite the above, the Company will invite relevant professionals to come and provide information to employees from time to time during the training time slot to inform employees of options available.
- d) The company encourages employees to acquire medical aid funds due to the nature of the duties the employee will be performing.

31. TRAINING:

- a) Training must be attended on Wednesdays from 06:30 -07:30, this is compulsory as training is provided on important systems and new equipment. Tests will be written monthly and performance measured. If there is non-performance additional support will be allocated to the staff member for him/ her to improve their performance.
- b) Training is aimed at technical depth and results are important – progress will be measured by tests.
- c) Employees are encouraged to do self-training where necessary and will be given acknowledgement as this can boost performance.
- d) After being employed for a minimum of 12 months the employee may request funding from the employer for further education and training. The employer reserves the right to grant such funding as and when it is economically viable.
- e) Should the employer grant funding for further education the employee will have to remain with the company for a period which is equivalent to the period of study. Failure to do so the employee will be liable to reimburse the employer 100% of all costs incurred or face legal consequences.

32. ALCOHOL AND DRUGS:

- a) As per law alcohol and drugs are not allowed on the premises or in the vehicles.
- b) Drug screening tests may be conducted randomly at times; this is also to protect the passengers in the vehicles with the technicians.
- c) Should you be aware of any person in abuse of substances/ alcohol, it must be reported to the HR Manager.

- d) If anyone is suspected of drinking alcohol or taking any form of narcotic during work hours, you will be expected to arrive at the office within 30 minutes to be escorted to the doctor for a blood test. Failure to arrive for testing will result in unpaid leave and disciplinary action.
- e) Consumption of alcohol or narcotics before work, thereby affecting performance, will follow the same procedure.
- f) No alcohol may be consumed while on duty, especially while working at client's premises.

33. GUARANTEE OF COMPETENCE

- a) You hereby guarantee that you are competent and qualified for the position in which you are appointed in terms of this contract.

34. CHANGES/AMENDMENTS

This agreement might change from time to time, also as labour regulations might change. These changes will be discussed verbally, confirmed in writing and added as addenda to this agreement.

SIGNATORIES

I, _____ hereby confirm that I have read the agreement, and have familiarized myself with the contents and implications of this agreement and that I understand and accept the employment conditions and terms.

EMPLOYEE

EMPLOYEE NAME

DATE

EMPLOYEE SIGNATURE

WITNESS NAME

DATE

WITNESS SIGNATURE

EMPLOYER

EMPLOYER NAME

DATE

EMPLOYER SIGNATURE

WITNESS NAME

DATE

WITNESS SIGNATURE