

CONTRACT OF EMPLOYMENT CHECKLIST

1. Is this a permanent contract or a fixed-term contract?
2. Full-time or part-time employee?
(Make sure you are using the correct contract form for the intended employment relationship)
3. For part-time contracts for people who earn the equivalent to or below the earnings threshold set out in the Basic Conditions of Employment Act 75 of 1997, have you checked to see that the contract complies with the requirements as set out in section 198C of the Labour Relations Act 66 of 1995?
4. Have ALL the spaces in the contract been filled in?
5. Have the sections that are not applicable been deleted?
6. For fixed-term contracts for people who earn the equivalent to or below the earnings threshold set out in the Basic Conditions of Employment Act 75 of 1997, have you checked to see that the contract complies with the requirements as set out in section 198B of the Labour Relations Act 66 of 1995?
7. If a fixed-term contract, is the period three months or less?
8. If it is a fixed-term contract for more than three months, or for a project with an unspecified period, have you specified the reason for the fixed-term in the contract?
9. Has the employee signed the contract?
10. Has the employee's signature been witnessed?
11. Has the contract been signed by an authorised person on behalf of the employer?
12. Has the employer's signature been witnessed?
13. Have both parties and the witnesses initialled any alterations, including any deletions and each place where a blank space has been completed?
14. Has the employee been given a copy of the signed contract?
15. If applicable, has the employee been given copies of the disciplinary policy / procedure / code / grievance procedure?
16. Did the employee (applicable to those earning above the BCEA threshold) agree to an Inquiry by Arbitrator process, as defined in section 188A of the LRA, in the event that the employer may wish to utilise this process to conduct an inquiry into his/her conduct or capacity?
17. Has the employee been given copies or access to any other applicable policies?
18. Has the employee signed an acknowledgement of receipt for the above policies?
19. Has the employer filed the original contract in a safe place?
20. Has the employer arranged an induction process for the employee?
21. Remember to give the employee appropriate instruction, guidance, counselling, training, and evaluation during the probation period, if a probationary period has been included in the contract.
22. Remember to do a final evaluation before the end of the probation period, and decide whether or not you want to confirm the employee's appointment.
23. If the employer wants to terminate employment or extend the probation period, first give the employee an opportunity to make representations, with the assistance of a fellow employee or a trade union

representative (shop steward). Assistance by a trade union official only applies if a trade union has been granted organizational rights to have elected shop stewards for this purpose. A trade union representative who does not satisfy this criterion may only assist an employee if s/he is a fellow employee.

See Table: Employment Contracts

See How to Guide: Probation