



28 February 2024

NEWSLETTER: WRITTEN PARTICULARS OF EMPLOYMENT

Employers are always asking about when should an employee have a contract? My best advice is , if the employee works for you, even only on certain days and certain hours, it is always best to have something in writing. The next question is when do they need to sign it? After three months or when? The answer is – on day one. This is very important so there can be a clause as to probation included in the contract.

Written particulars of employment:

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.



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2. When any matter listed in subsection (1) changes-
 - a. the written particulars must be revised to reflect the change; and
 - b. the employee must be supplied with a copy of the document reflecting the change.

PLEASE NOTE: this does not have to be a new contract, it can be an annexure only with the changed part

3. If an employee is not able to understand the written particulars, the employer must ensure that they are explained to the employee in a language and in a manner that the employee understands.

PLEASE NOTE: we suggest that an interpreter be used for all contracts and agreements to be signed, to ensure no claim can be made at a later stage that an employee did not understand what he / she was signing (as this happens as well)

4. Written particulars in terms of this section must be kept by the employer for a period of three years after the termination of employment.

If you have any questions and or queries, please contact our offices at 0876302070 or by email.

Regards

Marlene Linstrom

