



EMPLOYMENT CONTRACT: CHARCOAL INDUSTRY

It is hereby agreed that a **fixed term temporary / permanent** (delete whichever is not applicable) employment contract be entered into between :

Name: _____ (Hereafter called the "Employer")

Address: _____

and

Name: _____ (Hereafter called the "Employee")

Identity number: _____ Social Security number: _____

THE PARTIES HAVE AGREED TO THE FOLLOWING TERMS AND CONDITIONS:

1. JOB TITLE

The Employee shall be employed as: _____

2. PERIOD OF EMPLOYMENT

(a) Permanent Employment

The Employee shall commence his/her employment on _____ (date)

or

(b) Temporary Employment

The Employee shall commence his/her employment on _____ (date)
and shall terminate such employment on completion of the project

_____ (describe)

in which event the Employee's employment period will not exceed the time for the completion of the project.

3. SCOPE OF THE PROJECT

The Employee will perform all duties under this project as per special Terms and Conditions attached as annexure A. The Employee confirms that he/ she is capable of carrying out these duties and shall also carry out any other duties which are within the capability and knowledge of the Employee and which relate to the project duties.

4. WORKING HOURS

The normal working hours as provided for in the Labour Act shall apply and may not exceed 45 hours per week (to a maximum of 9 hours per day):

5. OVERTIME

The Employer does not require the Employee to work overtime.

6. SUNDAYS AND PUBLIC HOLIDAYS

The Employer does not require the Employee to work on Sundays and public holidays.

7. REMUNERATION PACKAGE

It is agreed that the Employee will be remunerated on a total tariff base per ton or other unit type as follows:

N\$ _____ per _____

8. RULES AND REGULATIONS

The Employee undertakes to obey the farm rules (as explained to him/her).

9. LEAVE

The Employee is entitled to annual paid leave as stipulated in the Labour Act, 2007 (Act No. 11 of 2007), which leave cannot be taken during the first year of service. The Employee is however, after the termination of this contract, entitled to accrued annual leave pay on a pro rata basis for work performed during the incomplete annual leave cycle.

10. SICK LEAVE

The Employee is entitled to 36 working days paid sick leave during a 36 month cycle if working for 6 days per week.

During the first 12 months of employment, the Employee is entitled to one (1) day for every 26 days work.

11. COMPASSIONATE LEAVE

The Employee is entitled to 5 working days compassionate leave within a 12 month period as provided for in the Labour Act, Act No. 11 of 2007. This leave may only be taken in the case of serious illness or the death of the employee's immediate family.

12. HOUSING (if applicable)

Housing is available for the Employee only for the duration of this contract and the Employer will determine whether the Employee will be allowed to accommodate his/her dependents in the said housing.

If the Employer agrees that the dependents may live with the Employee for the duration of this contract, and subject to the farm policy, the following persons are allowed to stay in the allocated accommodation:

- | | |
|----------|----------|
| 1. _____ | 4. _____ |
| 2. _____ | 5. _____ |
| 3. _____ | 6. _____ |

13. PROTECTIVE EQUIPMENT:

The Employer (charcoal producer) shall, as provided for under the Occupational Health and Safety Regulations, make available to each Employee (charcoal burner) the necessary protective equipment and clothing, at least once a year, free of charge.

14. MEDICAL EXAMINATION:

The Employer (charcoal producer) shall arrange an occupational medical examination for each Employee (charcoal burner) at least once a year, of which same shall be availed on the Employer's (charcoal producer's) costs so as to ensure and sustain the health and safety of the Employee (charcoal burner).

15. DETERMINATION OF MONETARY VALUE OF LEAVE AND OVERTIME

For purposes of determining the value of leave, sick leave or compassionate leave to be paid out to the Employee where applicable, the actual tariff based remuneration earned, should be converted back to an hourly or daily rate.

16. OTHER PROVISIONS

17. TERMINATION OF THIS CONTRACT

The Employee confirms that if his/her employment is of a temporary nature for a fixed period, **no notice or severance pay will be paid on completion of this fixed period. Should the work continue beyond the completion date, a renewal of contract should be concluded. The Employee confirms that this will not mean that he/she has become a full time employee.**

18. DECLARATION

The Employee declares that:

- The contract of employment was read.
- The contract of employment was explained to him/her.
- The contents of the basic employment rules are understood.
- The contract of employment was accepted.

If this contract or any part thereof is contradictory to the Labour Act, Act No. 11 of 2007, the latter will be binding.

SIGNED ON THIS _____ DAY OF _____ 20 _____

SIGNATURE OF EMPLOYEE

SIGNATURE OF EMPLOYER

WITNESS

WITNESS