

TEMPORARY EMPLOYMENT CONTRACT

AGREEMENT ENTERED INTO BY AND BETWEEN

FULL NAME AND SURNAME: _____

IDENTITY NUMBER: _____

Hereinafter referred to as “the employee”

AND

COMPANY NAME: _____

REGISTRATION NUMBER: _____

(Herein represented by _____ in his capacity as
_____)

Hereinafter referred to as “the employer”



1. JOB DESCRIPTION

The employee is appointed to the post of _____ on a temporary fixed term. The employee will focusing on _____.

2. DURATION OF CONTRACT

This contract shall commence on _____ and shall terminate on _____. In the alternative the contract may expire upon the completion of the task for which the employee is engaged.

3. NO EXPECTATION

3.1 This contract shall expire automatically on the date specified herein above and accordingly specific notice of termination is not necessary. Alternatively, if the contract expires upon the completion of the task, then the employer shall give one month notice of termination of the contract notwithstanding the fact that the contract expires automatically.

3.2 The entering into this contract by the employee shall not create any expectation of any nature whatsoever that this contract will be renewed or extended. Renewal or extension will be done by way of a separate contract, and any delay or failure to conclude such a separate contract, whether or not due to the fault of the employer shall in no way constitute a waiver of the Employer's rights.

3.3 When this contract comes to an end, it shall be for the reasons specified herein above and shall not be regarded as a termination for operational reasons or as a retrenchment or redundancy. In the circumstances it is specifically recorded that the employee has no expectation of any nature whatsoever of receiving severance pay.

4. PLACE OF WORK

The employee shall report for duty at the offices registered at

_____.

5. HOURS OF WORK

Working hours will be from _____ am until _____ pm, _____ to _____ weekdays.

6. DUTIES

6.1 The key responsibilities attached to the posts are as follows:

6.1.1 _____

6.1.2 _____

6.1.3 _____

6.2 Furthermore, the Employee shall undertake all such duties and responsibilities as specified from time to time by any relevant person in authority. The Employee shall comply with all rules, governing that particular office, post or institution under which he is stationed.

6 OVERTIME

No payment for the working of overtime will be made unless the payment of overtime was approved prior to the working of the overtime hours.

7 REMUNERATION

7.1 The Employer shall remunerate the Employee at the rate of _____ a month.

7.2 Salaries shall be paid direct into the account of the Employee at any local financial institution: upon the completion of a pay cycle not exceeding one month, as determined by the Employer. Proof of such an account with such a financial institution must be submitted to the Employer on the first day of commencement of the contract.

8 DEDUCTIONS

All deductions that are required by law will be deducted.

9 LEAVE

9.1 VACATION LEAVE

The employee will be entitled to 21 working days annual leave during the year of appointment.

Should the contract be terminated prior to the termination date leave would be calculated on a pro rata basis. The employee will be allowed one day paid leave for every 17 days worked in accordance with the Basic Conditions of Employment Act 75 of 1997, as amended.

9.2 SICK LEAVE

- i. The Employee is responsible for notifying the Employer on the first day of absence from work, were reasonably possible.
- ii. If an Employee is absent from work a written doctor's certificate must be handed in to the site supervisor of such Employee. Should the Employee fail to supply the Company with written proof of doctor's attendance the Employee will receive a

written warning by management.

- iii. Leave will be in accordance with the terms and conditions of the Basic Conditions of Employment Act, Act 75 of 1997.

9.3 FAMILY RESPONSIBILITY LEAVE

Family responsibility leave will be equal to 3 days per annual leave cycle for the reasons and subject to reasonable proof as set out in the Basic Conditions of Employment Act.

10 TERMINATION OF EMPLOYMENT

10.1 Notwithstanding the fixed term nature of this contract, the contract may nevertheless come to an end during the currency of the contract by reason of one or more of the reasons stipulated hereunder.

- i. Misconduct
- ii. Operational requirements, including economic technological structural or similar reasons, which lead to redundancy of a particular post.

10.2 In the event of the termination of this contract for any other reasons aforesaid the employee shall be given the opportunity to be heard and to state the case in response to the reasons for the termination prior to any such termination being affected.

10.3 Either party may give notice of the termination of this agreement by way of one calendar month notice in writing. The Employer may however terminate this contract on a summary basis for any reason recognized by law as sufficient, including but not limited to gross misconduct and desertion. The employer may in his sole discretion waive the notice period where an employee wishes to resign and leave immediately in such a case; the employee will not be paid for the notice period.

11 VARIATION

No amendment to this agreement or any of the provisions or terms thereof and no extension of time or waiver or relaxation or suspension of any of the provisions or terms hereof shall be of any force or effect, unless produced in writing and signed by both parties.

12 DOMICILIA CITANDI ET EXECUTANDI

The parties choose as their respective *domicilliom citandi et executandi* for the purpose of giving all notices as provided for herein, legal proceedings and all other correspondence the addresses as set out below:

The Employer:

Physical address: _____

E-mail address: _____

The Employee:

Physical address: _____

E-mail address: _____

13 Notices

13.1 All notices to be given in terms of this contract will-

- i. Be given in writing; and
- ii. Be delivered or sent by prepaid registered post; and
- iii. If delivered, be presumed to have been received on the date of delivery;
or
- iv. If sent by prepaid registered post, be presumed to have been received within three business days of posting unless the contrary is proved.

WE HEREBY WELCOME YOU TO THE EMPLOYER AND TRUST THAT YOU WILL ENJOY YOUR TEMPORARY EMPLOYMENT WITH THE EMPLOYER.

14 ACCEPTANCE BY EMPLOYEE

I declare that I fully understand each and every clause in this Contract and I accept temporary employment under the terms and conditions mentioned above.

EMPLOYEE

NAME: _____

SIGNATURE

DATE: _____

THE EMPLOYER

NAME: _____

SIGNATURE

DATE: _____