

CONTRACT OF EMPLOYMENT FOR FIXED-TERM
CONTRACT EMPLOYEES

BETWEEN:

DR _____
(hereafter referred to as the Employer)

and

(hereafter referred to as the Employee)

WHEREBY IT IS AGREED AS FOLLOWS:

1 Introduction

1.1 Reference to the male gender shall include the female gender.

2 Application

2.1 This contract is subject to the Basic Conditions of Employment Act, No 75 of 1997, as amended, as well as any terms and conditions contained in this contract.

3 **Fixed term**

- 3.1 The Employer undertakes to hire the Employee as a _____
for a fixed period as follows:

Reason for employment: _____

Period of the contract: From _____ to _____
with remuneration and on the conditions stipulated hereunder.

- 3.2 The first month of the Employee's contract of employment shall be a probation period in which the Employer may terminate the contract of employment with immediate effect or extend such probation period should the employee not perform satisfactorily during the probation period. If the Employee's services are terminated by the Employer within the probation period, or the probation period extended by the Employer, this shall be done with due cognisance of the principles of substantive and procedural fairness. In the event of the Employee not performing up to standard during his probation period such an employee will not have any right to an extension of his probation period.

4 **Duties**

- 4.1 The Employee is appointed as a _____.
- 4.2 The Employee acknowledges that he shall be obliged to perform additional tasks over and above the primary tasks for which he is employed. The Employer, however, undertakes that these additional tasks shall be within the training, experience or occupational capabilities of the employee concerned and that no employee shall suffer any loss of remuneration or status for work done on additional tasks.

- 4.3 The Employee shall not be entitled to do any private work whatsoever or be a party thereto without the written approval of the Employer if it interferes with his employment with the Employer or the proper and diligent execution of his duties.

5 **Work rules**

- 5.1 The Employee shall be subject to the work rules laid down by the Employer as well as all security and/or safety regulations the Employer may lay down from time to time.

6 **Remuneration**

- 6.1 The Employer shall remunerate the Employee at the rate of R _____ a month/week.

- 6.2 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.

- 6.3 The following deductions shall be made from the Employee's salary:

6.3.1 All statutory deductions

6.3.2 Any other deductions as allowed by the Employer

7 **Hours and place of work**

- 7.1 The Employee shall observe either a five-day or six-day working week (depending on the particular job requirements at any time) but his normal weekly working hours shall not exceed 45 hours.

- 7.2 The Employee hereby consents to perform his duties at such places and times as may be instructed by the Employer from time to time and in addition to sleep out if circumstances so require.

8 **Lunch intervals**

- 8.1 Lunch intervals shall be taken as per general practice within the Employee's place of work.

9 **Time-keeping**

- 9.1 Employees compelled by the Basic Conditions of Employment Act shall sign in when coming on duty and sign out when going off duty. No employee may sign the attendance register on behalf of another employee.

10 **Overtime**

- 10.1 The Employee undertakes by the acceptance of this work offer to work overtime as determined by the Employer and if such overtime results in his maximum weekly working hours being exceeded, he shall be entitled to overtime remuneration at the prescribed rates in respect of such additional hours of work.

11 **Vacation leave**

- 11.1 Dependent on whether the Employee works a five-day or six-day working week, he is entitled to 15 or 18 working days' vacation leave respectively in a leave cycle of 12 months.
- 11.2 Vacation leave must be taken by the Employee in accordance with an agreement between the Employer and Employee; or if there is no agreement at a time determined by the Employer.

- 11.3 The Employee shall not be entitled to accumulate vacation leave and no payment shall be made in respect of any leave except on termination of employment and in accordance with Section 40 (b) en (c) of the Basic Conditions of Employment Act.

12 **Sick leave**

- 12.1 Sick leave shall be granted in terms of section 22 of the Basic Conditions of Employment Act.

- 12.2 A medical certificate issued by a registered medical practitioner or any other person who is certified to diagnose and treat patients and who is registered with a professional council established by an Act of Parliament, shall be produced for all absences longer than two days. An Employee shall be required to obtain such medical certificate within the stipulated two days.

- 12.3 The Employee has a duty to notify his Employer of his absence within a reasonable period.

13 **Public holidays**

- 13.1 The Employer may require the Employee to work on public holidays as prescribed in terms of the Public Holidays Act, depending on the operational requirements of the Employer.

14 **Unauthorised absence from work**

- 14.1 If the Employee is absent from work without leave, ie for any reason other than authorised leave and sick leave, he shall not be entitled to any pay for the days of absence or part of a day and could be subject to disciplinary action.

14.2 The Employee has a duty to notify his Employer of his absence within a reasonable period.

15 **Benefits of employment (delete if not applicable)**

15.1 The Employee accepts that in view of the nature of his appointment he cannot become a member of the Employees' Provident/Pension Fund or medical aid scheme to which permanent employees contribute and that he shall not be entitled and cannot lay claim to any other service or fringe benefits applicable to permanent employees.

16 **Secrecy**

16.1 The Employee may not disclose any information relating to his work or any other confidential information of the Employer to any third party, either during his employment, or at any time thereafter.

17 **Termination of contract**

17.1 This contract shall automatically terminate upon the expiry of the term of service stipulated in clause 3.1 above without either party's having to notify the other party.

17.2 Notwithstanding the provisions above, the contract may be terminated during the first month of employment set out in paragraph 3.2 hereof.

17.3 The Employer reserves the right to summarily terminate this contract in accordance with the code of good practice as contained in the Labour Relations Act, 66 of 1995, as amended, on account of any sufficient reason, misconduct, incompetence, refusal or failure by the Employee to perform his duties, negligence or any other valid reason.

17.4 The Employee hereby confirms and accepts that no expectation whatsoever was created by the Employer, or guarantee given, for the continued renewal or extension of this contract or permanent placement in with the Employer. This clause shall apply even where the contract was renewed.

17.5 No severance pay or notice pay shall be payable upon the termination of this Contract for whatever reason.

18 **Agreement**

18.1 The aforesaid constitutes the entire contract between the parties. Any variance thereof shall only be binding once it has been recorded in writing, and signed by both parties.

19 **Indulgence**

19.1 No indulgence which the Employer may show in favour of the Employee shall be deemed to be a waiver of his rights or condonation of the Employee's action.

20 **Resolutive condition**

20.1 Should any information supplied by the Employee in his application for employment with the Employer be incorrect or false, this contract may be terminated in accordance with the disciplinary procedure.

I, _____, (employee name) hereby
accepts the Employer's conditions of employment.

Thus done and signed at _____ on this day _____
of _____ 2005

Employee

Signed on behalf of the Employer at _____ on this day
of _____ 2005

Signature

Witness: 1. _____
Surname & Initials Signature