

Attachment: Employment contract

Number of methodological Tool	EUPA_LO_141_M_001
Number of attachment	EUPA_LO_141_M_001_Att_1

(hereinafter referred to as "the Employer" of)

TEMPORARY CONTRACT OF EMPLOYMENT

with

.....
(hereinafter referred to as "the Employee")

EMPLOYEE DETAILS:

IDENTITY NUMBER

ADDRESS.....

TEL. NO. (H) **CELL NO.**

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NEXT OF KIN **TEL. NO.**

This serves to confirm the terms and conditions of employment agreed upon between the parties:

1. **DATE OF EMPLOYMENT**
2. **DURATION OF EMPLOYMENT** This agreement will continue until it terminates on the earliest of any of the following dates or events–
 - (a) on; or
 - (b) upon completion of the following project:
.....; or
 - (c) upon the completion of the purpose or task(s) for which the you are appointed, as stipulated in your job description.
3. **JOB TITLE**
4. **BRIEF JOB DESCRIPTION**
5. **SALARY/WAGE** R..... per hour/week/month.
6. **TIME OF PAYMENT** OF (e.g. monthly/weekly/per fortnight), no later than the last working day of the month/ week/ fortnight.
7. **METHOD OF** Cash / Cheque / Bank Transfer (*delete inapplicable*)
Name of Bank: Bank Branch:



- PAYMENT** Branch Code: Account No.:.....
Type of Account:
8. **ADDITIONAL PROVISIONS** Any additional conditions of employment or benefits that apply are as set out in the attached Schedules.
9. **HOURS OF WORK** **General:** The Employee's hours of work shall be -
(a) Monday to at hours determined by the Employer; or
(b) In accordance with a weekly/fortnightly/monthly shift schedule,
provided that in both cases (a) and (b), ordinary working hours will not exceed 45 hours per week.
10. **MEAL & OTHER INTERVALS** The Employee is entitled to a meal interval of minutes, which does not form part of normal working hours. The Employer may make allowance for other intervals, which would be considered part of normal working hours. The latter arrangement may, however, be changed or withdrawn by the Employer at any time.
11. **OVERTIME** The Employee agrees to work overtime, on Sundays or public holidays, when required. Payment time in such instances shall be as provided for in the applicable legislation.
12. **DEDUCTIONS FROM INCOME** Employees' tax, UIF and any other deduction as required by law. Where applicable, Employee contributions to benefits funds will also be deducted from Employee income.
13. **ANNUAL LEAVE** If the duration of this agreement is for a period of 4 months or longer, the Employee would be entitled to one day's leave per 17 days worked, or if paid hourly, one hour's leave per 17 hours worked. Leave may only be taken at a time to be agreed or as determined by the Employer.
14. **SICK LEAVE** The Employee is entitled to sick leave in accordance with the applicable legislation. The Employee will furthermore abide by

any additional rules implemented by the Employer to regulate sick leave.

15. **EMPLOYER PROCEDURES** Employees are required to comply with the Employer's Disciplinary Code and Procedure and Grievance Procedure, as well as all other rules, policies and procedures that may be introduced from time to time. Copies of these documents are available on request.
16. **TERMINATION** Notwithstanding anything to the contrary and subject to the provisions of the Labour Relations Act of 1995, this contract may be terminated:
- (a) Without notice, on expiry of the fixed term of employment; or
 - (b) Prior to the expiry of the temporary purpose for which the employee has been employed is due to come to and end, by either party giving the other written notice period of one (1) week during the first six months of employment, two (2) weeks after the first six months of employment but less than one year, and four (4) weeks thereafter;
 - (c) Subject to the above notice periods, by the Employer, in the event of the Employee's incapacity or due to operational requirements; or
 - (d) Summarily, if the Employee is found guilty of a serious disciplinary transgression; or
 - (e) With or without notice for any other reason recognised by law as sufficient.

The Employee confirms that these conditions have been explained to him/her and that he/she understands the contents hereof. The Employee acknowledges having received a copy of this contract.

.....
Employee Witness Date

.....
Employer Witness Date

