***LIMITED DURATION CONTRACT OF EMPLOYMENT***

*It is hereby agreed that a contract for a limited duration term be entered into between:*

**AFFIRMATIVE PORTFOLIOS**

*(who shall be referred to hereinafter as THE EMPLOYER)*

*And*

*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

 *Identity No \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*SANC No \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*(who shall be referred to hereinafter as THE EMPLOYEE).*

The EMPLOYEE shall be employed and be contracted out to render services to a third party, being the Client of the EMPLOYER.

1. **STARTING DATE AND DURATION**

Your employment will commence, and will terminate as per Annexure “A” being the Assignment Scope.

As has been pointed out to you, your employment with the Company will not continue after the date mentioned in Annexure “A”. You have been specifically informed that you should have no expectation of your contract being extended or in any way reviewed after this date, nor of you being regarded as or becoming a permanent employee.

1. **DUTIES**

The EMPLOYEE shall be expected to satisfactorily carry out all the tasks and duties normally associated with the position. The EMPLOYEE agrees and undertakes to obey all reasonable and lawful orders and instructions which may be given by any person employed by the EMPLOYER or Client who is in a managerial or supervisory position. The EMPLOYEE confirms that he/she is capable and competent to perform the duties for which he/she has been employed, and that he/she has the necessary skills and knowledge to perform competently and to the satisfaction of The EMPLOYER. It is expressly agreed by the EMPLOYEE that should the work as set out in the job description, be unavailable he/she will be prepared to perform any other suitable work which falls within his/her vocational abilities provided that it shall be without loss of remuneration. The performance of any other suitable work under these circumstances will not be seen as a right of the EMPLOYEE and the EMPLOYER reserves the right to retrench the EMPLOYEE in these circumstances.

Furthermore:

1. The EMPLOYEE accepts and gives permission to his/her EMPLOYER or Client to conduct a polygraph from time to time.
2. The EMPLOYEE accepts and gives permission to his/her EMPLOYER or Client to conduct a Breathalyzer and/or drug test from time to time.
3. The EMPLOYER WILL NOT grant the EMPLOYEE any loan or advance pay in respect of his/her

 Remuneration.

1. That the EMPLOYER undertakes to comply with Section 198 of the Labour Relations Act in respect of all statutory requirements as appropriate relating to-
2. Bargaining Council Agreements;
3. Binding arbitration awards;
4. The Basic Conditions of Employment Act;
5. All further statutory deductions will be imposed.
6. Should the EMPLOYEE not be able to arrive at work on any particular day, he/she will notify the
EMPLOYER or alternatively the Client within one (1) hour of starting time.
7. The compulsory retirement age shall be 65 years old. In the event that the EMPLOYEE reaches the retirement age during his/her assignment, this contract will be terminated.
8. The EMPLOYEE confirms that all training information, certificates/certification and credentials presented to the EMPLOYER in support of his/her application for employment are authentic and it is agreed that in the event of any of the above subsequently proving to be false or expired this will be grounds for summary termination of the EMPLOYEE'S services. Further any driving permit renewals (eg: PDP, Forklift etc.) conducted during the course of the EMPLOYEE’S contract will be for his/her account and deducted from his/her wage.
9. Protective Clothing
10. The EMPLOYER and/or the Client will provide safety wear, overalls and a hard
hat or any other protective wear required by the Client; the costs of such safety equipment/clothing shall be deducted from the EMPLOYEE wage.
11. It is required that the EMPLOYEE at all times keeps such overalls clean and that the EMPLOYEE is neatly attired during working hours.
12. Should the issued items be lost and/or negligently damaged, it will be replaced and the full costs thereof will be deducted from the EMPLOYEE’S wages.
13. It is compulsory for all EMPLOYEES to wear the issued protective clothing at all times.
14. Code of Conduct

The EMPLOYER expects the EMPLOYEE to show good attitude to management and their Clients as well as good attitude towards work. The EMPLOYEE is expected to work efficiently. The EMPLOYEE must report any damaged item, cargo or vehicles to his/her supervisor or to any designated person at the Client.

It is not the intention of the EMPLOYER to dismiss their employees but there are certain conducts that warrant instant dismissal.

Such conduct includes:-

* Assault
* Consumption of alcohol and drugs
* Endangering the lives and safety of others
* Theft
* Clocking malpractice
* Intimidation and threats of violence
* Wilful damage to property
* Possession of a dangerous weapon on the company premises
* Negligence when carrying out ones duties
* Falsification of any company document
* Presentation of false medical certificate
* Fraud

The EMPLOYEE is to never report to work under the influence of alcohol or drugs of any kind because this poses danger to lives, safety and property. The EMPLOYEE is therefore informed that he/she will be held responsible for any damages or excesses arising directly or indirectly from such behaviour.

The EMPLOYEE is to direct all queries to his/her respective EMPLOYER or Client Representative.

1. For a period of six months from the cessation of the EMPLOYEE’S last assignment, he/she agrees that he/she will not seek or accept a direct offer of employment, whether for payment or not, whether in a Temporary, Contract, Casual or Permanent capacity from any Client, former Client, employee or former employee of the EMPLOYER, without first notifying the EMPLOYER.
2. The EMPLOYEE acknowledges that he/she is bound by the grievance and disciplinary procedures of

 the EMPLOYER and that whilst on assignment at a Client company the Clients Grievance and Disciplinary procedures will bind him/her. If any such case arises, the EMPLOYEE will immediately inform the EMPLOYER. In the event of the Client company alleging that the EMPLOYEE has breached the Client company’s Disciplinary Code, any disciplinary process that may be undertaken shall be subject to the rules and procedures of the EMPLOYER’S Disciplinary Procedures. The same process shall apply to any grievance procedure that the EMPLOYEE may wish to initiate. Detailed Disciplinary and Grievance policies/procedures are available on request.

1. Notwithstanding any other agreement or any clause within this agreement, the EMPLOYEE and the EMPLOYER are bound by the legal constraints of all or any current legislation including the Basic Conditions of Employment Act (BCEA), Labour Relations Act (LRA), Employment Equity Act (EEA) and the Skills Development Act (SDA).
2. Core Benefits: The EMPLOYEE is to complete and return the attached documentation so that he/she may be covered for core benefits (funeral, Commuter Travel, Personal Protection Plan – HIV/AIDS preventative programme). This is in line with the EMPLOYER’S Employee Assistance Programme. An amount as determined therein shall be deducted from the EMPLOYEE’S remuneration. Please note that membership is a condition of the EMPLOYEE’S assignment.
3. **EVALUATION OF PERFORMANCE**

The EMPLOYEE'S performance, skill, conduct, compatibility, knowledge and health will be evaluated by the EMPLOYER or Client, and any failure by the EMPLOYEE to comply or meet with the above conditions or standards may lead to a disciplinary investigation and/or other appropriate steps.

1. **REMUNERATION**

4.1 The EMPLOYEE'S basic salary / wage shall be paid in arrears within 7 days of either:

* + 1. The completion of the period for which remuneration is payable; or
		2. The termination of this Limited Duration Contract of employment

4.2 Payment of the EMPLOYEE'S salary shall be paid into the EMPLOYEE'S Flexi Pay Card or an account at a financial institution of his/her choice.

4.3 Salary increase will be considered on grounds of merit, the financial position of the EMPLOYER or otherwise, once per year (if applicable).

4.4 In terms of days or time absent from work without permission or leave, no money will be paid to the EMPLOYEE.

4.5 The EMPLOYEE is entitled to overtime as per the Basic Conditions of Employment Act. Overtime is only paid over and above normal working time provided it has been authorised and signed off in writing by the Client.

4.6 Service rendered on a Public Holiday will be paid at a rate of double time.

4.7 Deductions: All deductions will be made from the EMPLOYEES remuneration as per current legislation.

1. **ANNUAL LEAVE**

5.1 The EMPLOYEE will be entitled to 1 (one) hour of leave on full remuneration for every 17 (seventeen) hours worked, by agreement, up to a maximum of 3 (three) consecutive weeks per 12 (twelve) month cycle. Annual leave MAY NOT be accrued beyond the leave cycle.

1. **SICK LEAVE**

6.1 An EMPLOYEE is entitled to 1 (one) hour of sick leave for every 26 (twenty-six) hours worked, subject to proof of incapacity. Sick leave MAY NOT be accrued beyond the three year leave cycle. Any sick leave will be paid only on presentation of a proper valid medical certificate. Sick leave not taken will not be paid out. If continual illness occurs, the EMPLOYER may insist on a doctor's certificate for every day off. If the EMPLOYER does not accept the EMPLOYEES explanation the EMPLOYER will assist the EMPLOYEE to undergo a medical examination.

6.2 If the EMPLOYEE is absent for an unreasonably long time, due to illness, the employer is entitled to terminate the contract after a procedurally fair investigation into the health position of the EMPLOYEE.

6.3 The EMPLOYEE guarantees that at the time of signing this agreement, he/she is free of any terminal, contagious or continuous illness, should this be an inherent requirement of the job.

6.4 If the EMPLOYEE should discover any such illness after employment, he/she will immediately inform the EMPLOYER.

1. **MATERNITY LEAVE**An EMPLOYEE will be entitled to 4 (four) consecutive month’s unpaid maternity leave if applicable within the EMPLOYEE contract term. Maternity leave should be applied for in writing at least four weeks before the EMPLOYEE intends commencing maternity leave stating the date they wish to –
	1. Commence maternity leave; and
	2. Return to work after maternity leave.
2. **PARENTAL LEAVE AND ADOPTION LEAVE**An EMPLOYEE will be entitled to 10 (ten) consecutive days unpaid parental leave, if applicable within the EMPLOYEE contract term, that may commence on the day the child is born or an adoption, or pending adoption, takes effect. Adoption leave relates only to a child below the age of 2 (two).

A single adoptive parent is entitled to 10 (ten) consecutive weeks leave. If there are two adoptive parents, the other would be entitled to 10 (ten) consecutive days’ normal Parental leave.

Parental leave should be applied for in writing at least four weeks before you intend commencing parental leave stating the date they wish to –

* 1. Commence parental leave; and
	2. Return to work after parental leave.
1. **COMMISSIONING PARENTAL LEAVE**You as the commissioning parent will be entitled to Ten consecutive weeks unpaid commissioning parental leave that may commence on the day the child is born.

Commissioning Parental leave should be applied for in writing at least four weeks before you intend commencing commissioning parental leave stating the date you wish to –

* 1. Commence parental leave; and
	2. Return to work after parental leave.
1. **FAMILY RESPONSIBILITY LEAVE**

Where the EMPLOYEE has completed 4 (four) month’s service and works for at least 4 (four) days a week, the EMPLOYEE will be entitled to 3 (three) days of paid leave per leave cycle:

1. when the EMPLOYEE'S child is sick; or
2. in the event of the death of:
3. the EMPLOYEE'S spouse or life partner; or
4. the EMPLOYEE'S parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.
5. **PUBLIC HOLIDAYS**
	1. The EMPLOYEE agrees that any public holiday shall be exchangeable for any other day which the EMPLOYER chooses. The EMPLOYEE will not be entitled to public holidays during strikes.
	2. The EMPLOYEE agrees to work on any public holiday should this be required by the EMPLOYER.
6. **TERMINATION OF EMPLOYMENT**

The EMPLOYEE'S service may be terminated by either him/her or by the EMPLOYER by giving not less than 1 (one) week written notice during the first 4 (four) weeks of employment. After 4 (four) weeks, but during the first year, 2 (two) weeks’ notice will be given and 4 (four) weeks if the EMPLOYEE has 1 (one) year service and more. Either party may summarily terminate this Contract for any cause recognised by law as being sufficient, subject to this being reduced to writing. This agreement may be terminated by the EMPLOYER without any notice or any payment in lieu of notice in the case of gross misconduct or dishonesty on the part of the EMPLOYEE. The EMPLOYER will in such event follow the procedure laid down in the disciplinary code and procedure.

Should the EMPLOYEE elect to terminate his/her assignment without due notice or fail to work such notice, the EMPLOYEE agrees that the EMPLOYER deduct an amount equal to the amount payable in lieu of notice not given or not worked by the EMPLOYEE from any amount due to him/her. The EMPLOYER reserves the right to claim damages for breach of contract.

1. **HOURS OF WORK**
	1. The EMPLOYEE'S ordinary hours of work shall be as detailed in Annexure “A”, or as per the shift schedule as advised by the Client and/or EMPLOYER from time to time.
	2. The hours of work may be changed from time to time at the sole discretion of the Client and/or EMPLOYER; or Monday to Sunday, according to the Client’s shift schedule/requirements. The Client may change shifts from time to time at the sole discretion of the Client and/or the EMPLOYER.
	3. The EMPLOYEE’s ordinary hours of work shall not exceed 45 hours in a week and 12hours in a day.
	4. The EMPLOYEE’s ordinary hours of work will not exceed the maximum limit of 12 working hours in a 24-hour cycle
	5. The EMPLOYEE shall be entitled to an unpaid rest period of at least 36 consecutive hours per week and 12 consecutive hours per day, between ending and recommencing work
	6. The EMPLOYEE will be entitled to a lunch break every day and agrees that this lunch break will be 30 minutes, which shall be unpaid.
	7. The rule of “no work no pay” will be applied in all instances, including but not limited to, work stoppage, unauthorised absences, and lay-offs / short time, and periods between work assignments.
2. **DESERTION AS BREACH OF CONTRACT**

The EMPLOYEE agrees that should he fail to report for work for more than five consecutive days without notifying the EMPLOYER and providing the EMPLOYER with satisfactory proof, it will constitute serious breach of contract and he/she shall be deemed to have deserted.

1. **CONFIDENTIALITY**

The EMPLOYEE shall not divulge any information to any unauthorised persons or bodies relating to any aspect of his/her work or to any of the operations or processes of the EMPLOYER or Client. Such information shall include but not be limited to methods, processes, computer software, documentation, Client lists, programmes, trade secrets, technical information, chemical formulae, drawings, financial information, or any other information which could be damaging to the EMPLOYER'S or Client’s operations or which could benefit other parties to the detriment of the EMPLOYER or Client. Such restrictions shall apply during and after the EMPLOYEE'S employment with the EMPLOYER.

1. **RULES AND REGULATIONS**

The EMPLOYEE will observe and obey all the rules, regulations and procedures which have been or may be drawn up by the EMPLOYER or Client, or where applicable, the Bargaining Council or any relevant legislation. The EMPLOYER will endeavour to ensure that the EMPLOYEE is made familiar with such rules, regulations and procedures. The EMPLOYER reserves the right to change or add any of its rules, regulations and procedures at any time at its discretion, subject to reasonable notice to the EMPLOYEE. The EMPLOYEE confirms that he/she has familiarised himself/herself with the EMPLOYER’S and Client’s disciplinary code. Detailed Disciplinary and Grievance policies/procedures are available on request.

1. **INDUSTRIAL ACTION**

The EMPLOYEE agrees not to take part in or to incite any other person to participate in any unprotected industrial action which may adversely affect any of the EMPLOYER'S or Client’s operations. Such action may include, but is not limited to strikes, go-slows, work to rule, boycotts, stay-away or any other similar action which may obstruct, prevent or retard the work of other EMPLOYEES or the EMPLOYER'S or Client’s operations.

1. **PLACE OF EMPLOYMENT**

The place of employment will be determined by the employer from time to time.

1. **WORK OUTSIDE EMPLOYMENT**

The EMPLOYEE shall not be entitled to work, outside normal working hours, for any other employer, or conduct his/her own business, unless the nature of his/her involvement has been revealed to the EMPLOYER and the written consent of the EMPLOYER has been obtained. A further condition is that the undertaking of the other PARTY'S business shall not, directly or indirectly, be in competition with the undertaking of the EMPLOYER and the EMPLOYEE'S involvement may not in any way whatsoever detrimentally affect the EMPLOYEE'S work or his working relationship with the EMPLOYER.

WCGH nursing staff to provide the necessary approved declaration of Remunerative Work Outside the Public Sector, if applicable

1. **SAFETY AND SECURITY**

The EMPLOYEE agrees to observe and obey all the safety and security rules and regulations as prescribed by the EMPLOYER, and/or the Occupational Safety and Health Act.

1. **DEDUCTIONS**

The EMPLOYEE authorises the EMPLOYER to deduct from his/her earnings, any monies owing to the EMPLOYER for whatever reason, irrespective whether the EMPLOYEE is in the employ of the EMPLOYER at the time of such deductions. This shall also include but not be limited to, Traffic Fines, Medical Clearances, Unauthorised Telephone and Internet Data costs, Cash Shortages and Motor Vehicle Insurance Excesses.

1. **CHANGE OF STATUS**

The EMPLOYEE shall, within a reasonable period, notify the EMPLOYER of any change in his/her status, such as address, dependents, marital, telephone number, qualifications or any other relevant changes.

1. **ADDRESS DOMICILIA**

Should either party serve any notice on the other, this shall be done in writing, which may be delivered by hand or sent by registered post to the address hereunder and such address will be accepted as the address (domicilium citandi et executandi) for all legal intents and purposes concerning this Contract.

For the EMPLOYEE: As per your Appointment Form attached

For the EMPLOYER: 1st Floor, Unit 6 Pencarrow Park, La Lucia Ridge Office Estate, La Lucia Ridge, 4319.

1. **TRANSFER**

Should the need arise; the EMPLOYER retains the right to transfer the EMPLOYEE to any other Client of the EMPLOYER in any position on a temporary or permanent basis, after consultation and reasonable notice to the EMPLOYEE. Refusal by the EMPLOYEE to such a transfer, without an acceptable or lawful reason, will amount to breach of contract.

1. **OFFENCES**

The EMPLOYEE undertakes immediately to notify the EMPLOYER in the event of the endorsement of his driver’s licence or any criminal offence with regard to dishonesty or violence. In addition to this the EMPLOYEE expressly undertakes to at all times act within the scope of the EMPLOYERS Code of Conduct.

1. **GENERAL**
	1. This Contract, together with Annexure “A”, shall be the entire agreement between the parties and no variation, alteration and/or addition will be of any force or effect unless placed in writing and signed by both parties.
	2. No indulgence, leniency or extension of time which the parties may grant each other, in the event of claims and/or disputes shall in any way whatsoever prejudice either of them, preclude either of them from exercising their rights or constitute a waiver or limitation of any of their respective rights.
	3. Both parties acknowledge that by signing this Contract, they have received a copy of this Contract, and they have read and understood the contents thereof. Both parties undertake to hold themselves bound by this Contract and agree to observe the provisions contained therein.
	4. The parties agree that all the terms and conditions of employment are specified in this agreement and those conditions of employment not specified in this agreement shall be in terms of the EMPLOYER'S rules, regulations and procedures and the Basic Conditions of Employment Act or, if applicable, the Bargaining Council agreement as per Annexure “A”.
2. **GUARANTEE BY EMPLOYEE**

The EMPLOYEE confirms that all documentation, information and credentials presented to the EMPLOYER in support of his/her application for employment are authentic and it is agreed that in the event of any of the above subsequently proving to be false, this will be grounds for summary termination of the EMPLOYEE'S services.

Signed at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on this \_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_\_\_

I understand the conditions of the contract as explained and interpreted to me and accept it voluntarily. I further confirm I am aware of the ePayslip app for payslip delivery (instructions attached as Annexure hereto).

**EMPLOYEE NAME**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**EMPLOYEE SIGNATURE:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**WITNESSES:**

1 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**EMPLOYER**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**WITNESSES:**

1 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**INTERPRETER DECLARATION (tick applicable)**

I DO NOT REQUIRE AN INTERPRETER:

I REQUIRE AN INTERPRETER:

**NAME:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The conditions were explained and interpreted for the EMPLOYEE and are voluntarily accepted by the EMPLOYEE.

1. I hereby confirm I have not been dismissed by the WCGH on account of misconduct.
2. I declare that I **do not** have a criminal record

**PROFESSIONAL INDEMNITY COVER (tick applicable)**

I do have Professional Indemnity Cover:

* *Proof of insurance needs to be provided*

I do not have Professional Indemnity Cover:

I \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(Full Name & Surname),* hereby agree that I have read and understood the above, and declare that all the information provided is true and correct. The falsification of information can lead to immediate dismissal and/or criminal charge.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Date

 Annexure “A”

**ASSIGNMENT SCOPE**

As per the contract of employment you have signed the following applies:-

1. Job Title will be : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. Hours of work will be:

**As per WCGH order and confirmation through electronic medium**
Monday to Thursday: \_\_\_\_\_\_\_\_\_\_\_\_ to\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Friday: \_\_\_\_\_\_\_\_\_\_\_\_ to\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Saturday \_\_\_\_\_\_\_\_\_\_\_\_ to\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Sunday \_\_\_\_\_\_\_\_\_\_\_\_ to\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Client company will be: \_**Western Cape Government Health**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. Place of Employment site will be: **various hospitals under control of WCGH in the Western Cape**
3. Remuneration rate will be R\_\_\_\_\_\_\_ . \_\_\_\_per hour.
4. Bargaining Council Agreement will be for the \_\_\_\_\_\_\_\_\_N/A\_\_\_\_\_\_\_\_\_industry.
5. Your assignment will commence on\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and will terminate as per the relevant clause 8 below.
6. Your assignment will terminate automatically (delete if not applicable):
7. Upon completion of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ project, with estimated duration/date of completion being \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
8. Upon the occurrence of a specified event, namely\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
9. The scope/reason for your assignment is one or more of the following as indicated:

|  |  |
| --- | --- |
|  | Replacing another employee who is temporarily absent from work |
| **X** | On account of a temporary increase in the volume of work |
|  | Student or recent graduate who is employed for the purpose of being trained or gaining work experience in order to enter a job or profession |
| **X** | Employed to work exclusively on a specific project that has a limited or defined duration |
|  | Non-citizen who has been granted a work permit for a defined period |
|  | Employed to perform seasonal work |
|  | Employed for the purpose of an official public works scheme or similar public job creation scheme |
|  | Employed in a position which is funded by an external source for a limited period |
|  | Has reached the normal or agreed retirement age applicable in the employer’s business |
| **X** | Other: **As per WCGH order confirmation** |

1. By signing this scope you hereby agree to the reason for fixing the period of this limited duration contract.
2. If the assignment endures for a period of longer than 24 (twenty four months) you will be paid a severance benefit at the end of the contract in accordance with section 198B(10) of the Labour Relations Act. You hereby agree to one week’s pay for every completed year of service beyond two years or 24 months.
3. Should clause 8 a) apply in this instance, by signing this scope you hereby agree that in the event that this assignment terminates before the expiry date, your services may be terminated by the EMPLOYER due to operational requirements. Should the EMPLOYER contemplate the termination of this contract for these reasons, the EMPLOYER shall follow the guidelines contained in section 189 of the Labour Relations Act.
4. In determining your conditions of employment on this assignment, beyond three months, a system will be applied that takes into consideration:

(a) Your seniority, experience or length of service;

(b) Considerations of merit;

(c) The quality and / or quantity of work you performed; and

(d) Other criteria of a similar nature may be applied, provided that such reasons are not prohibited by section 6(1) of the Employment Equity Act, 1998 (Act No. 55 of 1998).

1. By signing this agreement you confirm that you know and understand your rights in terms of section 198 of the Labour Relations Act and furthermore agree to the conditions as set out in your contract of employment and annexures thereto.

Thus done and signed on this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 202\_\_\_\_\_\_at\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Employee Employer (Affirmative Portfolios)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness Witness

