

## Fixed-Term Contract Of Employment

*entered into between*

\_\_\_\_\_  
*(hereafter referred to as the “Employer”)*

*and*

\_\_\_\_\_  
*(hereafter referred to as the “Employee”)*

We have pleasure in confirming the Employee’s appointment in the position of \_\_\_\_\_.

**The Employee will take up his/her appointment on \_\_\_\_\_ (date)**

**and it shall automatically terminate on \_\_\_\_\_ (date).**

### **1. REMUNERATION:**

- 1.1 The Employee will receive a wage of R \_\_\_\_\_ per day/week/month calculated on \_\_\_\_\_ normal working hours per week.
- 1.2 The Employee’s basic wage and overtime earned during a pay cycle shall be paid not later than \_\_\_\_\_ of the following day/week/month.
- 1.3 Increases in basic wages will be made at the discretion of the Employer.

### **2. PROBATION:**

- 2.1 The Employee’s fixed-term employment is subject to a \_\_\_\_\_-month probationary period, which period of employment shall not be deemed part of any future fixed-term contract of employment agreed upon by the Employee and the Employer.
- 2.2 The Employer reserves the right to terminate the Employee’s employment, on disciplinary grounds, should it be necessary, during the probationary period.
- 2.3 Notice of termination will be in accordance with relevant legislation.

**3. HOURS OF WORK AND OVERTIME:**

- 3.1 The Employee's normal working hours will be from \_\_\_\_\_ to \_\_\_\_\_ and \_\_\_\_\_ to \_\_\_\_\_ Mondays to Fridays, Saturdays & Public Holidays.
- 3.2 The Employee shall be entitled to a meal interval, subject to current legislation. Meal intervals shall not form part of hours of work.
- 3.3 By signing this contract, the Employee undertakes and agrees to perform such overtime duties as may be reasonably required of him/her from time to time.
- 3.4 Overtime shall be calculated according to stipulations in the relevant legislation.

**4. WORK TO BE DONE:**

- 4.1 Although the Employee has been employed as a \_\_\_\_\_, the Employee may be required to perform other duties that may reasonably be expected of him/her within the Company from time to time.
- 4.2 The Employee will be reporting to \_\_\_\_\_ who is his/her immediate superior.

**5. LEAVE:**

The Employee will be entitled to leave as per the Basic Conditions of the Employment Act and/or if his/her period of fixed-term employment falls within the Employer's shut-down period, he/she will be entitled to leave during the said period.

**6. SICK LEAVE**

Sick leave shall be with full pay per fixed term, provided a doctor's certificate is produced as per the Sick Leave Policy. Employees abusing sick leave will be disciplined in terms of the disciplinary code and procedure.

**7. PENSION FUND AND MEDICAL AID:**

The above will be the Employee's own responsibility.

**8. COMPETITIVE/PART-TIME EMPLOYMENT:**

Any competitive/part-time employment is forbidden unless the Employer's consent is given in writing.

**9. FREEDOM OF ASSOCIATION:**

The Employer subscribes to the principle of freedom of association. As such the Employee may choose to join or not join any organisation of his/her own choice.

**10. DISCIPLINE AND GRIEVANCES:**

- 10.1 The Employee will be subject to the disciplinary procedure and code of the Employer as determined from time to time.
- 10.2 Any problem or feeling of dissatisfaction can be raised through the grievance procedure.

- 10.3 The current disciplinary procedure and code together with the grievance procedure will be at the Employee's disposal and he/she acknowledge that he/she will familiarise himself/herself with the contents thereof.

#### **11. TERMINATION OF EMPLOYMENT:**

- 11.1 As per the heading of this contract, with 1 (one) weeks' notice in writing prior to the expiry of the fixed-term Contract of Employment.
- 11.2 The Employer reserves the right to terminate the Employee's employment, on disciplinary grounds, should it be necessary, during the fixed-term employment. The Employee has a right to a fair dismissal.

#### **12. PROTECTION OF PERSONAL INFORMATION**

- 12.1 In terms of the Protection of Personal Information Act (Act No. 4 of 2013), the Company will hold certain personal data of employees which may include, but is not limited to, and employee's identity number, address, telephone numbers, references, educational qualifications, bank details, performance appraisals, service fees and other records (which may include sensitive data relating to an employee's health and data held for purposes of the requirements of the Employment Equity Act 55 of 1998).
- 12.2 The Company will hold such personal data for management and commercial operational purposes and to comply with its obligations in terms of applicable legislation and regarding the retention of employee records. In the absence of such information, the company will not be able to properly manage its operations and/or to comply with its reporting and other legal obligations.
- 12.3 You hereby agree that the Company may process such personal data and may, where necessary to comply with its obligations and/or in accordance with the ordinary commercial and operational requirements of the Company, make such data available to its advisors, to third parties, including but not limited to, those providing products and/or services to the Company (such as IT system suppliers, pension, benefits and payroll administrators), to government and/or other regulatory authorities (including tax authorities).
- 12.4 You hereby consent to the collection, transfer, storage, retention, distribution, processing and use of such data in the context necessary in accordance with this clause, whether during your employment with the Company or following the termination thereof and whether within the Republic of South Africa or elsewhere.
- 12.5 The Company shall always ensure that it complies with the applicable legislation in this regard.
- 12.6 You may access your personal data held by the Company and are responsible to rectify or correct any data that is out of date, irrelevant, excessive, incomplete, misleading, or inaccurate.

***IT MUST BE STRESSED TO THE EMPLOYEE THAT ONCE THE CONTRACT FOR WHICH HE/SHE WAS EMPLOYED HAS EXPIRED, THE EMPLOYEE WILL HAVE NO LEGITIMATE EXPECTATION THAT THE EMPLOYER WILL PROVIDE HIM/HER WITH ANY FURTHER WORK.***

I, \_\_\_\_\_, accept the conditions of employment as set out in this letter and declare that I have to my disposal a copy of the Employer's Disciplinary Code / Procedure and Grievance Procedure and will familiarise myself with the contents thereof.

\_\_\_\_\_  
EMPLOYEE

\_\_\_\_\_  
ID NUMBER

\_\_\_\_\_  
DATE

We look forward to a mutually beneficial relationship.  
Yours faithfully

\_\_\_\_\_  
EMPLOYER

\_\_\_\_\_  
DATE

## Extension Of Fixed-Term Contract Of Employment

Whereas a fixed-term Contract of Employment was entered into with the Employee, which fixed-term Contract was scheduled to terminate on-

\_\_\_\_\_ 20\_\_; and

The Employer required the Employee's services for a further period. FNow, therefore the Employee hereby agree to extend the original fixed-term Contract of Employment entered into with the Employer on the same terms and conditions as previously agreed to, with the exception that the fixed-term Contract terminates on

\_\_\_\_\_ 20 \_\_\_\_.

### ACCEPTANCE CLAUSE

\_\_\_\_\_  
EMPLOYEE

\_\_\_\_\_  
ID NUMBER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
EMPLOYER

\_\_\_\_\_  
DATE

## Notification Of Termination

Further to the heading of your fixed-term Contract of Employment, you are hereby given notice that the contract will expire on

\_\_\_\_\_ 20\_\_.

### ACCEPTANCE CLAUSE

By my signature hereto, I accept the conditions as stated in this letter.

\_\_\_\_\_  
EMPLOYEE

\_\_\_\_\_  
ID NUMBER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
EMPLOYER

\_\_\_\_\_  
DATE