##### FIXED TERM EVENTUALITY CONTRACT OF EMPLOYMENT

(In accordance with Section 198B(4)(d) of the Labour Relations and Basic Conditions of Employment Acts). Issued under the sanction of the National Contract Cleaners Association and in accordance with Sectoral Determination 1 for the Contract Cleaning Sector or Bargaining Council.

**Contract made and entered into by and between**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **(hereinafter called the "Employer") at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Address)**

**and**

**(hereinafter called the "Employee")**

The Employer agrees to engage the services of the Employee, and the Employee agrees to accept employment with the Employer exclusively at the specific project/contract site stated below, in any capacity that may be mutually agreed upon from time to time, on the following terms and conditions of contract:

##### 1. EMPLOYEE'S PARTICULARS

Address: \_\_\_\_

ID No. Mobile number\_\_\_\_\_\_\_\_\_\_\_\_

**Note:** It is the responsibility of the Employee to inform the Employer of any change in address and any other particulars.

##### 2. POSITION HELD AT CONTRACT/PROJECT

##### 3. STARTING DATE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

##### 4. SALARY - An hourly rate of R per hour is payable on or before the last working day of each calendar month, in accordance with the current relevant legislation regulating wages and conditions of employment in the Contract Cleaning Sector. This hourly wage excludes all statutory and provident fund deductions which may be amended by government gazette. The current provident fund deduction is 5.25% of the Employee’s wage, this may be amended as per relevant sectoral determination or Bargaining Council.

##### 5. DURATION OF EMPLOYMENT – This contract is a fixed eventuality contract for a definite period which terminates automatically upon: -

##### 5.1 The project/ contract with the Employer’s client or the part of the contract pertaining to the Employee terminating through the passing of time or at the instance of the Client.

##### 5.2 The Employee specifically acknowledges that he/she fully understands the Employer's contract with the Client and the Employee’s engagement at the site/project may be terminated and/or revised by the Client from time to time and for any cause whatsoever, or may terminate through the passing of time, and that in consequence thereof, the nature of the Employee's employment and its duration is totally dependent upon the Employer's contract with the Client, and that the Employee's contract of employment will terminate at any time as and when an event referred to in 5. above occurs.  In such event this contract will automatically terminate.  Such termination will not be construed as being termination for operational reasons.

##### 6. WORKING HOURS - The Employee will work \_\_\_\_\_\_\_ hours per month or during the hours rostered by the company. These hours of work may be spread over weekdays, Saturdays, Sundays and public holidays. The Employee’s working hours may be altered from time to time at the discretion of the Employer. The Employee will be timeously advised of any change to hours of work, which advice the Employee accepts as sufficient and adequate notice of such changes.

##### **6.1 Overtime:** -The Employee hereby agrees that he/she will work such overtime when required.  The Employee will be paid at least one and one-half times the hourly rate for every hour worked in excess of 45 hours per week. Working hours and overtime may be averaged over a 4-month period.

##### 6.2 Compressed Working Hours - The Employer may require the Employee from time to time to work up to 12 hours in the day, inclusive of any meal interval, without paying overtime provided that the Employee does not work more than 45 ordinary hours during that week.

##### 6.3 An employee may be required to work where the weekly rest period is less than 36 hours, the employer will ensure that the employee is given at least 60 consecutive rest hours on the following weekend in accordance with section 15(3)(a) of the Basic Conditions of Employment Act. Such rest period will not necessarily fall on a Sunday

##### 6.4 Night work – The Employee agrees to work at night should it be required by the Employer. If the Employee is required to work after 18:00 and before 6:00, he/she shall receive an allowance of 10% the hourly rate for each hour worked, or part thereof.

##### 7. LEAVE **–**

##### 7**.1 **Annual l****eave falls due on the anniversary date on which the Employee was employed and will be granted at a time convenient and agreed to in advance by the Employer. Accrued leave must be taken within 6 months of the anniversary date failing which it will be forfeited. Due to the nature of certain client contracts, the Employee may be sent on leave up to six (6) months prior to his/her anniversary date of joining the Employer's company, in which case the Employee will only be entitled to the pro-rata number of days due at the time. It is specifically agreed that the Employee shall be paid his/her leave pay on the Employee’s usual pay day. An Employee will accrue 1 day’s leave for every 17 days worked.

##### 7.2 Family responsibility, maternity, parental, paternity, adoptive leave and commissioning leave will be treated as per the Basic Conditions of Employment Act, Unemployment Insurance Act, relevant sectoral determination and/or Bargaining Council rules.

##### 8. ABSENCE DUE TO SICKNESS - If the Employee is absent from work due to illness, he/she must on the first day of absence telephone the Employer personally, or send a message to inform his/her superior.  Upon return to work a medical certificate signed by the Employee's registered medical practitioner must be handed to his/her Superior.

##### 8.1 The Employee is entitled to one day’s paid sick leave for every 26 days worked during the first 6 months of employment and thereafter entitled to paid sick leave in terms of the applicable Sectoral Determination.

##### 9. ALLOWANCES

##### **9.1 **Different pay allowances** **-**** Should the Employee be employed where a differential allowance is paid by the Client, such allowance/s will fall away:

##### 9.1.1 if the Client withdraws such allowance/s, or

##### 9.1.2 if the Employee is employed at another site as an alternative to the termination of employment.  In this instance, the Employer is not obliged to make up the difference, nor should the Employee expect the difference to be made up by the Employer.

##### 9.1.3 if the function for which the allowance is paid is no longer performed or required.

##### **9.2 Other allowances** -

##### 10. NOTICE PERIOD – During the first four (4) weeks of employment, a notice period of twenty-four (24) hours may be given by the Employee or Employer to terminate this agreement.

##### 10.1 After this period either party may terminate this agreement by giving 4 weeks written notice to the other.

##### 10.2 Should the Employee fail to give the required notice or fail to work during such notice period if required, the Employee will be liable to the Employer for notice pay equivalent to the amount the Employee would have been paid during such notice period which amount may be deducted from any monies owing to the Employee at the time.

##### 11. DISCIPLINARY AND GRIEVANCE PROCEDURES - The Employee expressly agrees to abide by the Employer's grievance and disciplinary procedures, and any reasonable changes to these procedures. Where the disciplinary procedure and code is silent on a particular matter, the relevant common and case law relating to such disciplinary matters may apply. The Employee specifically agrees not to approach the Client on any matter that could be raised through internal channels, non-compliance with this term may result in summary dismissal.

##### 12. SECURITY PROCEDURES - The Employee undertakes to abide by the security arrangements of the Client.  These arrangements may take any one or a combination of the following procedures:

##### 12.1 A body search.

##### 12.2 The presentation of personal or Client ID card or both.

##### 12.3 The searching of personal bags/handbags/pockets/lockers.

##### 12.4 Finger printing.

##### 12.5 Any other security measures that may be required by the Client, including polygraph, criminal and credit checks.

##### 13. RETIREMENT AGE - The Employee will retire at the end of the month in which he or she reaches the age of 60.

##### 14. DAMAGE TO EMPLOYER OR CLIENT'S PROPERTY - Where the Employee due to any act/omission, causes damage or loss to the Employer's or Client's property, the Employee acknowledges that disciplinary action and/or recovery of costs may be taken by the Employer or its Client.

##### 15. FALSE INFORMATION - Any Employee who gains employment by declaring false information, documentation or credentials, will be liable for summary dismissal.

##### 16. CONFIDENTIALITY - Employees who, during the normal course of their duties, have access to information that is personal or confidential to the Employer, the Client or their employees, are regarded as being in a position of trust concerning this information.  Any breach of this trust by an Employee may result in him/her being summarily dismissed by the Employer.

##### 17. UNIFORM - Employees are required to be neatly attired in the Employer's company uniform at all times whilst on duty.  Should this uniform be lost or not returned at the termination of the employment contract, the Employee will be charged the replacement value of the uniform which will be deducted from any remuneration due to the Employee. Although not a part of the uniform Employees are required to wear flat, black, rubber soles, closed shoes in the interests of safety.

##### 18. LEGISLATION - Any conditions of employment not specified in this contract of employment will be subject to the relevant legislation applicable to the Employer/Employee relationship and is available to the Employee upon request to the Employer. This includes the December bonus.

##### 19. COMPANY RULES AND REGULATIONS - The Employee undertakes to abide by existing procedures, rules and regulations of the Employer, which may be amended from time to time.

**20. PERSONAL INFORMATION –** The Employee consents to the Employer processing any personal information it has obtained arising out of the employment relationship, for the purposes of its usual business activities including providing references, verifying information, providing statistical information or complying with any statutory or other legal obligation on the Employer.

**The Employee hereby confirms that he/she has read and understood, or alternatively has had the aforementioned conditions of employment explained to himself/herself, and specifically agrees to abide by the conditions stipulated herein.**

Thus done and signed at on this day of 20 \_\_\_\_

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

Signed by the Employer                                               Signed by the Employee

In the presence of the undersigned witnesses:

Witness Witness