

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 _____ and it shall automatically terminate on _____ .

1. REMUNERATION:

- 1.1 The Employee will receive a wage of R _____ per _____ 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 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.

Initial Employer: _____ | Initial Employee: _____

2.3 Notice of termination will be in accordance with retrenchment 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 Transport to and from sites is not a right but employees are welcome to make use of transport from the office to the different sites if the employee arrives timeously at the office.

3.3 The Employee shall be entitled to a meal interval; subject to current legislation. Meal intervals shall not form part of hours of work.

3.4 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.

3.5 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.

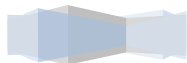
4.2 The Employee will be reporting to _____ who is his/her immediate superior.

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) week's 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.



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.

Yours sincerely

NAME : _____
DESIGNATION : _____
SIGNATURE : _____
DATE : _____

We look forward to a mutually beneficial relationship.

Yours faithfully

EMPLOYEE



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 the ___ of _____ 20___; and

The Employer required the Employee's services for a further period, terminating on the _____.

Now, 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 _____.

NAME: _____

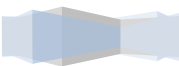
DESIGNATION: _____

ACCEPTANCE CLAUSE

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

SIGNATURE: _____

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____.

NAME: _____

DESIGNATION: _____

ACCEPTANCE CLAUSE

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

SIGNATURE: _____

DATE: _____

