

	Reference number	Date of Issue
Document Name	Intermittent Contract of Employment	

Employee Name	
Employee Surname	
Employee ID Number	
Employee contact number	
Physical Address	
Postal Address	

The company and the employee agree as follows:

1. Nature of employment

- 1.1. The company shall employ the employee and the employee shall serve the company in the capacity of _____.
- 1.2. It is recorded that the employee's starting date of employment with the company is the _____.
- 1.3. The company shall employ the employee and the employee shall serve the company in the capacity as aforesaid, or in any other such capacity of a like status as the company may require from time to time.
- 1.4. The employee hereby acknowledges that the nature of the business and the operational requirements of the corporation may require that he/she be transferred to other departments within or be transferred to another branch of the corporation, and/or be assigned to perform duties other than those which he/she was employed to perform.
- 1.5. It is specifically recorded that the employee is not employed on a full time, permanent basis, but only on an intermittent basis in accordance with the demands of business and subject to the needs of clients. It is further recorded that available work will fluctuate during any one month and there may be some months or periods in some months, when there may not be any work available for the employee.
- 1.6. A company designate will contact the employee as and when work becomes available.
- 1.7. Should there be work available for the employee; the employee will be issued with a duty roster on a weekly basis.

2. Remuneration

- 2.1. The employee's remuneration with the company shall be the sum of R_____ per week/month, payable weekly/monthly in arrears.
- 2.2. The employee's salary will be paid weekly/monthly in arrears less any statutory deductions which the employer is required to make (including UIF and PAYE) and any other deductions to which the employee has agreed including but not limited to the following:
- 2.2.1. deductions to which you have agreed in respect of benefit contributions and the like;
- 2.2.2. In the event of an employee becoming lawfully indebted to the employer in a liquidated amount for any reason whatsoever, the employee hereby irrevocably authorizes and empowers the employer to deduct the amount of such indebtedness from any remuneration or emolument or other monies due and owing at any given time by the employer to the employee provided, however, that should there be any shortfall, the employee agrees and undertakes to immediately pay such shortfall to the employer upon termination of his employment. The employee hereby consents to and agrees that in the event that his/her services are terminated for any reason whatsoever, the corporation may deduct all amounts owing to the corporation from any amounts due to the employee, including provident fund, on the date of termination of services. The employee is furthermore required to sign acknowledgement of debt with their relevant manager as soon as they become indebted.

3. Working Hours

- 3.1. The days, and hours per day in which the employee will be required to work, will be communicated to the employee as detailed in clauses 1.5, 1.6, 1.7 above, provided that the employee's ordinary hours of work shall not exceed 45 hours in any one week.
- 3.2. The employee, however, agrees to work a compressed working week, should this be required by the demands of business, in which event the employee may be required to work up to twelve hours in a day (inclusive of meal intervals) without being compensated for overtime.
- 3.3. In a week the employee will not be required to work for more than 45 ordinary hours of work, or on more than _____ days.

4. Public Holidays

- 4.1. The employee agrees to work on public holidays as required.
- 4.2. Should the employee be required to work on a public holiday the employee will receive double the hourly rate for every hour worked on such a day.

5. Leave

- 5.1. The company grants the employee one (1) hour of annual leave on full remuneration for every seventeen (17) hours worked during every leave cycle.

- 5.2. The employee may be required to take his/her leave during the annual shutdown period of the company.
- 5.3. Leave is granted subject to the approval of the relevant manager. A leave application form must be completed and handed in within the time limits as prescribed by management.

6. Sick leave

- 6.1. The employee is entitled to one (1) day's paid sick leave for every twenty six (26) days worked.
- 6.2. The employee shall notify the company as soon as possible, but not later than 08h00 on the first day absent, if he/she is absent from his/her work for reasons of illness or any other reason whatsoever. The employee shall provide the company with a medical certificate of a registered medical practitioner when his/her absence of work extends for a period of more than two (2) calendar days. However should the employee be absent on more than two (2) occasions during an eight (8) week period, the employee shall be required to produce a medical certificate prior to receiving payment for the period of absence.
- 6.3. This agreement further serves as consent to the company by the employee, for the company to obtain, peruse or make inquiries into medical reports, consultation notes or any other documentation, with any of the employee's medical practitioners, in any way relating to the said medical certificate presented by the employee to the company.

7. Termination

- 7.1. This contract may be terminated by either party by giving notice in accordance with the provisions of the Basic Conditions of Employment Act 75 of 1997.
- 7.2. It is specifically recorded that this contract may be terminated at any stage for misconduct, incapacity, non-performance or the operational requirements of the company or for any reason justified in law.
- 7.3. The employer may terminate employment with proper notice in the event that the client due to the act and actions of the employee terminate the service agreement with the employer and or request the employee to be removed from the project and or site. This clause will be applicable in the event that proper investigation had been conducted by the employer and the cause of complainant was found to be directly connected to the employees act and or actions.
- 7.4. The employee on signature of this agreement authorizes the company to withhold any final payments due to the employee on their termination, including but not limited to any amount owing to the company due to the failure of the employee to work the required notice period or any part thereof. The company will calculate the monies the employee would have received during his/her notice period and withhold the amount equal until the employee serves the required notice as per clause 7.1. Final payments due to the employee will be paid on the last working day of the month.

8. Policies and procedures

- 8.1. The company issues various rules, regulations and policies from time to time. The details of these rules, regulations and policies can be found [state where]. These rules, regulations and policies may change

from time to time. Whilst the rules, regulations and policies do not form part of the employee's contract of employment, it is the employee's obligation in terms of this contract to ensure that the employee is familiar with and comply with them.

9. Monitoring of communications

9.1 It's necessary for the proper and efficient conduct of the business that the company intercept and/or monitor employees' communications from time to time. To regulate this, the employee is required and hereby consents to the company intercepting and/or monitoring any direct or indirect communication to which the employee is a party and:

- 9.1.1. which occurs wholly or partly at the company's premises or on company time; or
- 9.1.2. which involves wholly or partly the use of property/facilities owned by or used for the company's business; or
- 9.1.3. which otherwise relates to the company's business.
- 9.1.4. This monitoring may include (but is not necessarily limited to) listening to, recording, viewing, examining or inspecting your emails, correspondence, text messages, Internet use, telephone and other conversations.

10. Disclosure

10.1. The employee is required to disclose and declare all outside or other interests which are or may be in conflict with the interests of the company. The company may require the employee to refrain from the activities, which request he/she is obliged to observe.

10.2. The employee is further obliged to disclose forthwith to the company any of the following:

- 10.2.1. Any mental health or any medical deficiencies, conditions or any such circumstances which could detrimentally affect or in any way influence the employee's employment or the fulfilment of his duties thereof with the company, as soon as the employee becomes aware of the same;
- 10.2.2. Any criminal offence specified in Schedule 1 of the Criminal Procedure Act no 1 of 1997 or any amendment or variations thereof from time to time, the employee has been convicted of.

11. Confidentiality

11.1. The employee is required to keep confidential and not to disclose any of the company's trade secrets, confidential documentation, technical knowhow and data, drawings, system, methods, software, processes, client lists, programs, marketing and or financial information to any person other than to persons employed and or authorised by the company or associated company (company's trade secrets, confidential documentation, technical knowhow and data, drawings, system, methods, software, processes, client lists, programs, marketing and or financial information where applicable) who are required to know such secrets or information for the purpose of their employment and/or association with the company, both during the continuance of his/her employment hereunder or thereafter.

11.2. The company and the employee hereby acknowledge that the company's trade secrets, confidential documentation, technical knowhow and data, drawings, system, methods, software, processes, client

lists, programs, marketing and or financial information represents a substantial monetary value to the company.

11.3. The employee shall adhere to the above obligation not to disclose any confidential information to any undertaking, firm, company or person with whom the company may at time to time be in technical and/or actual competition, co-operation or association.

11.4. The employee acknowledges that the aforesaid obligation shall remain in force indefinitely and notwithstanding termination of his/her contract for any reason whatsoever.

12. Breach

12.1. It is recorded that any breach of any of the terms of this contract shall be considered to be a material breach of this agreement and could carry the penalty of termination of the employment of the employee.

13. Access

13.1. It is recorded that any right of access the employee has to any premises of the company is dependent upon the employee actually rendering performance and actually fulfilling his/her duties with the company in terms of this employment contract or any rules of the company applicable from time to time. Should any employee, for any reason whatsoever, not render actual performance or fulfil actual duties as aforesaid, the company shall be entitled to require the employee(s) concerned to immediately vacate the company premises.

14. Right to search / investigate

14.1. The employee consents to the employer's right to search their body or belongings should the company feel it necessary for security and theft purposes.

14.2. For this purpose, the employer may utilise fellow employees or the services of a security company.

14.3. It remains the sole discretion of the company to search employees as the company deems fit.

14.4. The employee further agrees and undertakes to assist the company with and participate in any company investigations into misconduct or for the purposes of loss of control. For such purpose, the employee irrevocably agrees to undergo any form of truth verification tests (such as polygraph tests) the company may require the employee to undergo. Failure to comply with this duty on the employee will be considered to be material misconduct.

14.5. The employee will not be forced to undergo any form of truth verification tests; however, a negative inference will be drawn from such refusal in any subsequent disciplinary action

15. Indemnity

15.1 The Company will not be held responsible for any loss, damage or theft to your property or such related items.

16. Domicilia and notices

- 16.1 The parties choose as their respective domicilia citandi et executandi for the intents and purposes of this agreement the addresses below, provided that either party may change his/her or its domicilium aforesaid to another address in the Republic of South Africa by written notice to the other party with effect from the date of receipt or deemed receipt of such notice.

The employer

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The employee

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- 16.2 Any notice, acceptance, demand or other communication addressed by either party to this agreement to the other at the latter's domicilium in terms hereof for the time being and sent by prepaid registered post shall be deemed to be received by the addressee on the tenth day following the date of posting thereof. The provision shall not be construed as precluding the utilisation of other methods of delivery of notices, acceptances, demands and other communications.

Management	
Signature	
Date	
Witness Name	
Signature of the Witness for and on behalf of the Company	
Date	

I _____ hereby acknowledge receipt of this Contract of Employment and confirm that I agree with and understand the contents of this contract.

Employee signature as receipt hereof	
Date	
Witness Name	
Signature of Witness for and on behalf of the Employee	

Date	
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Initial
