

CONTRACT OF EMPLOYMENT



Contract of employment /Agreement

ENTERED INTO BY AND BETWEEN

THE DEPARTMENT

[HEREIN REFERRED TO AS “THE DEPARTMENT”] DULY REPRESENTED BY
..... **IN HIS OR HER CAPACITY AS**
..... **duly authorized thereto and**

.....
(full name and identity number (HEREIN REFERRED AS THE (specify the title as per the relevant developmental programme) (indicate post)

PREAMBLE

WHEREAS the (specify the title as per the relevant developmental programme) requires practical work experience and application of academic learning; and
WHEREAS the department is prepared and able to provide such an opportunity

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. APPOINTMENT

1.1 The Department hereby appoints the (specify the title as per the relevant developmental programme) to perform the functions set out in the job description attached as Appendix A for a fixed contract period commencing on..... and terminating on, irrespective of the date of signing of this Agreement.

1.2 The(specify the title as per the relevant developmental programme) employment and conditions of service shall be governed by the Public Service

Act, 1994 (Proclamation 103 of 1994) (herein referred to as "the Act"), the Public Service Regulations, 2001, as amended from time to time (herein referred to as "the Regulations") and any other legal provisions applicable to the(specify the title as per the relevant developmental programme).

2. REMUNERATION

2.1 The Department shall pay an (Specify the title as per the relevant developmental programme) an all-inclusive amount of R..... per month. (A pro-rata amount shall be paid in the event where the (specify the title as per the relevant developmental programme) leaves the department during the contract).

2.2 If the..... (specify the title as per the relevant developmental programme) is required to travel and subsist, in the course of his/her assigned duties, he or she shall be entitled to the normal subsistence and travelling allowance for which employees of the Department are eligible.

2.3 The (specify the title as per the relevant developmental programme) shall not be entitled to any payment for the duration of this Agreement or at its termination other than the payments—

(a) Provided for in clause 2.1 or 2.2; or

(b) Constituting a basic condition of employment in terms of the Basic Conditions of Employment Act, 1997 (Act 75 of 1997), and which may not be excluded or limited by way of an agreement.

3. WORKING HOURS AND LEAVE

3.1 The (specify the title as per the relevant developmental programme) shall work 40 hours per week and 8 hours per day (meal intervals excluded), unless specified by the collective agreement in terms of the relevant occupational specific dispensation (OSD). No overtime is permissible.

3.2 All the prescripts regarding annual, sick, special, maternity, family responsibility leave and all other kinds of leave (if any) and related leave prescripts for employees appointed in a full-time capacity under the Act shall be applicable to the (specify the title as per the relevant developmental programme).

1. OBLIGATIONS OF DEPARTMENT WITH REGARD TO PERFORMANCE OF PERSONS ON DEVELOPMENTAL PROGRAMMES

4.1 The Department shall make every effort to ensure that the work assigned to the(specify the title as per the relevant developmental programme) is, insofar as practically possible, shall seek to draw out the(specify the title as per the relevant developmental programme) educational, technical and vocational skills to the full.

4.2 The Department shall ensure that at least one mentor is assigned to supervise the work of the (specify the title as per the relevant developmental programme) and to assess the performance of the (specify the

title as per the relevant developmental programme) on a regular basis in accordance with the functions at Appendix A.

4.3 The Department shall, as soon as practicable—

- (a) Ensure that the (specify the title as per the relevant developmental programme) receives an appropriate induction, training and development programme; and
- (b) Furnish the..... (specify the title as per the relevant developmental programme) with all relevant and available information and access to relevant equipment necessary for the (specify the title as per the relevant developmental programme) to perform the duties and receive the experience agreed upon under this Agreement.

5. CONDUCT

5.1 The (specify the title as per the relevant developmental programme) shall comply with all the prescripts referred to in clause 1.2 and all internal financial and other workplace policies of the Department.

5.2 The (specify the title as per the relevant developmental programme) shall—

- (a) Faithfully and diligently devote his or her time to the service of the Department as agreed upon; and
- (b) Undertake duties in accordance with Appendix A, as any person duly authorised thereto by the Department for this purpose requires of him or her.

5.3 Obligations: The (specify the title as per the relevant developmental programme) may not during the period of this Agreement or anytime thereafter, disclose or use any record, or any part thereof, obtained as a result of his or her employment under this Agreement, except if—

- (a) The necessary written authorisation has been obtained; or
- (b) Required or permitted by law.

5.4 Any failure by the (specify the title as per the relevant developmental programme) to comply with clause 5.1, 5.2 or 5.3 during the term of this Agreement shall constitute misconduct.

5.5 Any alleged misconduct or inefficiency by the (specify the title as per the relevant developmental programme) shall be dealt with in accordance with the disciplinary and incapacity procedures applicable to the public service.

6. TERMINATION OF EMPLOYMENT

- 6.1 The term of service of the (specify the title as per the relevant developmental programme) shall terminate at a date referred to in Clause 1.1 or, if he or she__
- (a) resigns;
 - (b) is dismissed in terms of section 17 of the Act; or
 - (c) is unable to recover within a period of four months leave of absence on the grounds of incapacity and occupational injuries and diseases.
- 6.2 The (specify the title as per the relevant developmental programme) may resign any time before the end of his or her term of service by giving—
- (a) one week's notice, if the (specify the title as per the relevant developmental programme) has been employed for six months or less.
 - (b) two weeks, if the..... (specify the title as per the relevant developmental programme) has been employed for more than six months but not more than one year; or
 - (c) four weeks, if the..... (specify the title as per the relevant developmental programme) has been employed for one year or more

7. GENERAL TERMS AND CONDITIONS

7.1 GOOD FAITH

In the implementation of this Agreement, the parties undertake to observe the utmost good faith and they warrant in their dealing with each other that they shall neither do anything nor refrain from doing anything that might prejudice or detract from the rights, assets or interests of each other.

7.2 INTERPRETATION

The interpretation of this Agreement shall be governed by the laws and legal principles applicable in the Republic of South Africa.

7.3 JURISDICTION OF THE COURTS

The parties to this Agreement submit to the jurisdiction of the Courts of the Republic of South Africa in the event of any legal proceedings arising from the provisions of this Agreement.

7.4 VARIATION

7.4.1 The Agreement constitutes the whole of the agreement between the parties to this Agreement relating to the subject matter of this Agreement, and save as otherwise provided, no amendment, alteration, addition or variation of any right, term or condition of this Agreement shall be of any force or effect unless reduced to writing and signed by the parties to this Agreement.

7.4.2 The parties agree that there are no other conditions, warranties or representations, whether oral or written and whether expressed or implied or otherwise, save those contained in this Agreement.

7.5 WAIVER

No waiver of any of the terms and conditions of this Agreement shall be binding for any purpose unless expressed in writing and signed by the party giving the same, and any such waiver will be effective only in the specific instance and for the purpose given. No failure or delay on the part of either party in exercising any right, power or privilege precludes any other or further exercise thereof or the exercise of any other right.

7.6 INABILITY TO PERFORM

It shall not be a breach of the Agreement if a party to this Agreement is prevented from or hindered in the performance or observance of its obligations by any Act of Parliament or other action of the State or by any cause or event outside the control of that party.

7.7. NOTICE AND DOMICILLIUM

The parties choose as their respective *domicilium citandi et executandi* (domicile of summons and execution) for the purpose of legal proceedings and for the purpose of giving or sending any notice provided for or necessary in terms of this Agreement, the following addresses:

Department:

Physical address:

Postal address :

Telephone Number:

Facsimile Number:

..... (specify the title as per the relevant developmental programme):

Physical address:

.....

.....

Postal address

.....

.....

Telephone Number:

Facsimile Number:

or at such other address, not being a Post Office box or poste restante, of which the party concerned may notify the other party in writing. Such change of address shall be effective immediately upon receipt of notice of the change by the other party.

All notices to be given in terms of this Agreement shall be given in writing and be delivered or sent by prepaid registered post or by telefax, and if—

- (a) Delivered, be presumed to have been received on the date of delivery;
- (b) sent by prepaid registered post, be presumed to have been received within three business days of posting unless the contrary is proved; or
- (c) sent by telefax, be presumed to have been received on the first business day following the date of sending of the telefax unless the contrary is proved.

Signed by the Department at _____ on the _____ day of _____
(month and year)

DEPARTMENT

1. WITNESS

2. WITNESS

Signed by the (specify the title as per the relevant developmental programme)

at PRETORIA on the _____ day of _____ (month and year)

Signature

..... (specify the title as per the relevant developmental programme)

1. WITNESS

2. WITNESS