

## **FIXED TERM CONTRACT OF EMPLOYMENT**

Made and entered into by and between:

**Mitchells Plain Workers Projects (Pty) Ltd**  
**Registration no: (2015 / 306133 / 07)**  
(Hereinafter referred to as the “Employer”)

And

### **Employee/ Learner’s personal details**

Surname: \_\_\_\_\_

First name/s: \_\_\_\_\_

Identity number: \_\_\_\_\_

Contact number/s: \_\_\_\_\_

Residential address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Hereinafter referred to as the learner and or employee)

(Hereinafter referred to as the “employee”)

### **Interpretation**

In this contract, unless the context otherwise requires or indicates:

1. Employee refers to “**Trainee Level 2 upholsterer**” for accredited and non-accredited training.
2. Employer refers to **Mitchells Plain Workers Projects (Pty) Ltd (MPWP) as the host employer** for the duration of the aforementioned learnership training and or when learner is competent in respect only of the Level 2 learnership in gaining practical workplace experience.
3. Salary or Stipend refers to “**regulated daily and or monthly allowance paid to trainee by the employer on a pro-rata basis**” as agreed by the parties.
4. Code of conduct refers to acceptable standard of behavior as outlined in the code of conduct.

5. Training Provider refers to “**Mitchells Plain Skills Centre**”, hereinafter referred to as MPSC as the administrator of the learnership.

The employer employs the learner who hereby accepts employment upon the terms and subject to the conditions set out hereunder or as per the MPSC policies and procedures.

## **1. Nature of employment**

- 1.1 The employee is employed as a “Learner Upholsterer” and shall report to his/her immediate superior.

## **2. Location of employment**

- 2.1 The employee shall be stationed and/or based at the employer’s premises situated at Mitchell’s Plain.
- 2.2 Notwithstanding the above, the employee shall at all times be required to carry out duties assigned to him/her at such other locations as the employer may determine and shall, if so required by the employer, be expected to travel to destinations designated by the employer in order to attend his/her duties.

## **3. Nature and Duration of contract**

- 3.1 The employment relationship shall commence on 15<sup>th</sup> October 2019 and shall, subject to the provisions of the learnership agreement and as set out hereunder, terminate at the conclusion of the contract or on being declared competent or not later than 30<sup>th</sup> October 2020, on which date this contract will automatically cease to be of operation without the employer being obliged to afford the employee any notice of such termination.
- 3.2 No expectations of any nature whatsoever have been created in the minds of either of the parties that this contract will be renewed or extended upon its expiry and the termination of the parties’ relationship at such time will not constitute a dismissal of the employee, but rather a termination of the employment and or learnership relationship due to the expiry of this contract.
- 3.3 Notwithstanding the provisions of paragraph 3.1 above, the employer shall have the right to terminate this contract prior to its expiry, either by the completion of the work or task for which the employee/learner was employed or for any other operational reasons recognized as sufficient in law, including a reason relating to the employees conduct or capacity or to the employers’ operational requirements.
- 3.4 The Company contracts the Employee to serve the Company in the capacity of “Trainee Upholsterer” which (s) he warrants(s) he is duly capable of fulfilling.

3.5 It is recorded that the Employees Contract is for the duration of NQF Level 2 training until declared competent as agreed between the parties of this contract.

3.6 No expectation of permanent employment is created or implied by this limited duration employment contract. It is agreed that this contract can be renewed or terminated by mutual agreement as set out in the service level agreement between **MPWP and MPSC**.

#### **4. Employee's general duties**

4.1 The employee's specific duties are set out in his/her job description attached.

4.2 In addition, the employee shall:

4.2.1 Do everything in his/her power to promote and develop the business of the employer, and shall serve the employer faithfully and honestly and use reasonable care and skill in the performance of his/her duties;

4.2.2 Obey all lawful and reasonable instructions and perform such work as he/she is directed to perform which falls within his/her learnership or vocational ability regardless of whether or not such work falls within the scope of the post to which the employee is appointed, and shall perform such work for the employer or any concern designated by the employer at such location as he/she is directed by the employer; and;

4.2.3 Devote all his/her time and attention to the duties assigned to him/her by the employer, and shall neither directly nor indirectly engage or be concerned or interested in any other business of any kind whatsoever without the prior written consent of the Managing Director, such permission also being required before the employee enters into any form of business or commercial transaction with the employer.

#### **5. Hours of work, overtime and short-time**

5.1 The employee shall be obliged to work such hours of work as determined by the employer from time-to-time.

5.2 The employer reserves the right to reduce the employee's working hours on reasonable notice should this prove necessary due to its operational requirements.

5.3 Employee's standard working hours are as follows:

- 8:30 am to 4:00 pm Monday to Thursdays.
- 8:30 am to 13:00 pm on Fridays.
- With a tea break of 20 min and a lunch break of 45 minutes per day.

- All employees/learners are expected to sign daily attendance register and report to work/class promptly at 8.00am and commence work/class approximately 30 min thereafter as assigned by supervisor and management.

## **6. Late-coming**

- 6.1 The employee shall be obliged to report for work punctually and report any instance of late coming to his/her Employer. Should the employee fail to offer a reasonable explanation for his/her late coming, the employee shall be subject to disciplinary action.
- 6.2 Should the employee report late for work, he/she shall only be paid for the hours worked and shall forfeit payment in respect of any period of absence occasioned by his/her late coming.

## **7. Remuneration and Other Disbursements**

- 7.1 Remuneration for this Contract include the following on a cost to Company basis:
- 7.2 Gross monthly learner allowance of R 1304.28 will be calculated on a pro-rata basis for the number of days attended and signed in the attendance register.
- 7.3 The above will be paid by the Company on or about the last day of each month.

## **8. Leave**

- 8.1 During the employee/learner's first 6 (six) months of employment with the host employer, sick leave shall accrue to him/her on a pro-rata basis of one day for every 26 days worked.
- 8.2 Should the employee embark upon sick leave in circumstances where such leave has not accrued to him/her or where his/her sick leave entitlement has been exhausted, such leave shall go unpaid.
- 8.3 The employee shall only take sick leave in the event of him/her being incapacitated through illness or injury and it is not to be considered as an annual leave entitlement. The employee acknowledges that the abuse of sick leave shall constitute a serious disciplinary transgression.
- 8.4 A medical certificate from a registered medical practitioner must support an application for sick leave pay. The certificate must state that the doctor examined the employee and that he found him/her to be unfit for work and for what period.
- 8.5 The failure to submit such a certificate will result in sick leave going unpaid.
- 8.6 Upon the termination of this contract, any sick leave, which has accrued to the employee, which he/she has not taken, will not be paid out to the employee.

## **9. Public Holidays**

- 9.1 The employee shall be entitled to leave of absence on the minimum number of public holidays as provided for by any applicable labour legislation
- 9.2 Payment for public holidays and for work performed on such days shall be made in accordance with the provisions of such legislation.
- 9.3 It is specifically noted that all religious holidays not legislated are excluded and learners are allowed to exercise/ practice their religion on an unpaid basis.

## **10. Health and safety**

- 10.1 The employee expressly agrees to submit himself/herself to blood and other medical tests (including alcohol and drug tests) to be carried out by the employer at its sole discretion.
- 10.2 The employee agrees to observe and obey all safety, health and security rules and regulations as prescribed by the employer and any legislation.

## **11. Security**

- 11.1 The employee expressly agrees to submit his/her person and personal belongings to a search by any person designated by the employer whenever the employer deems it necessary.
- 11.2 In addition, the employee expressly agrees to be subjected to surveillance to be conducted by such person and in such circumstances as referred to in paragraph 11.1 above.
- 11.3 The employee acknowledges that his/her failure to submit to the above shall constitute a serious disciplinary transgression.

## **12. Confidentiality**

- 12.1 The employee shall hold confidential any information concerning the employer's business and any other information which he/she is exposed to during the course of his/her learnership/employment, and shall not divulge any of the information to any person not employed by the employer or training provider, whether during the operation of this contract or thereafter. It is specifically noted that social media and other forms of transmitting unacceptable forms of information pertaining to the affairs of both MPWP and MPSC without authorization and or prior approval will be deemed in conflict with their relevant policies.
- 12.2 Any and all documentation produced by the employee during the course of his/her employment shall remain the property of the employer and shall not be used or divulged by the employee for any purpose other than in the performance of his/her contractual duties.
- 12.3 The learner/ employee acknowledges that this agreement, the learnership agreement, policies and procedures of both MPWP and MPSC have been explained, read and made available on website where applicable.

- 12.4 The employee acknowledges that any breach of confidentiality shall constitute a serious disciplinary transgression.

### **13. Discipline and grievances**

- 13.1 The employer and training provider's disciplinary and grievance procedures are incorporated herein by reference and form an integral part of this contract. Copies of the aforesaid documents are available on the company's website and the employee undertakes to acquaint himself/herself with the contents and abide by the provisions thereof.
- 13.2 Should it become necessary to discipline the employee this shall be done in accordance with the disciplinary procedure.
- 13.3 The employee undertakes to comply with the provisions of the grievance procedure should he/she have any grievance or complaint arising out of his/her employment and or learnership and direct all such matters in writing to the administrator.

### **14. Guarantee of competence**

- 14.1 The employee/learner warrants that he/she is competent to carry out the learnership and host employer duties/service, which he/she will perform under this contract, and that he/she is fit and in good health to occupy the responsibility as envisaged herein.
- 14.2 Any material misrepresentation in regard to the above shall lead to the termination of the contract.

### **15. Termination of employment**

- 15.1 Subject to compliance with the disciplinary procedure and/or grievance procedure and any applicable labour legislation, the employer shall have the right to terminate this contract for any reason recognized as sufficient in law, including a reason relating to the employee's conduct or capacity or to the employer's operational requirements.
- 15.2 Should the employee's services be terminated on account of his/her incapacity or the employer's operational requirements, the following notice periods shall apply:
- 15.3 During the probation period of three months, the notice period shall be two weeks by either party (or payment in lieu thereof); and
- 15.4 After the probation period has been completed, notice for termination of employment by either party shall be one calendar month. Any notice shall be given in writing.

- 15.5 Should the employee's services be terminated on account of his/her misconduct, the employer shall be under no obligation to afford the employee any notice whatsoever of the termination of his/her services.
- 15.6 Should the employee fail to afford the employer the requisite prior notification of his/her resignation, the employer shall not be obliged to pay the employee out in lieu of any annual leave which may have accrued to the employee.

**16. Deemed Desertion.**

- 16.1 Should the employee be absent from work for any reason, he/she shall inform his/her Employer within 24 hours of his/her failure to report for work.
- 16.2 Should the employee be absent for more than 5 (five) consecutive days without having informed his/her Employer of the reasons for such absence the employee will be deemed to have deserted and his/her services will be terminated in the absence of a satisfactory explanation.

**17. Attestation.**

- 17.1 The employee hereby acknowledges having signed a copy of this contract inclusive of annexures (if any), the contents of which he/she both accepts and understands.
- 17.2 Thus, done and signed at Mitchell's Plain on this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ in the presence of the undersigned witnesses.

**Witnesses:**

1. \_\_\_\_\_  
Signature of Employee
2. \_\_\_\_\_  
Name of Employee

**Witnesses:**

1. \_\_\_\_\_  
Mitchells Plain Workers Projects  
(Pty) Ltd
2. \_\_\_\_\_  
Name and capacity of Authorized  
Signatory