

**TEMPORARY EMPLOYMENT CONTRACT**

Entered into between:

**IMMPLOY RECRUITMENT AGENCY CC**  
("the Agency")

And

\_\_\_\_\_

("the Employee")

**Particulars of the parties**

The particulars of the Agency are as follows:

Name: **IMMPLOY RECRUITMENT AGENCY CC**

Address: UNIT F6 BAYSIDE OFFICE PARK, 41-43 ERICA ROAD,  
TABLEVIEW, 7441

Name & designation of person concluding this agreement on behalf of  
employer: Rory Elshove (General Manager)

The particulars of the Employee are as follows and are used in conjunction with  
the information on the new employee form:

Name: \_\_\_\_\_

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

Home address: \_\_\_\_\_

Cell number: \_\_\_\_\_

Home number: \_\_\_\_\_

Qualified profession: \_\_\_\_\_

Council registration number (SANC/HPCSA/SAPC): \_\_\_\_\_

**The Agency and Employee hereby agree to the following terms and  
conditions of employment:**

**1. SPECIFIC TERMS OF EMPLOYMENT**

Duties and Remuneration

- a. The remuneration payable to the Employee, is set out in Assignment confirmations as and when an assignment has been confirmed by the Employee, which forms part of this Contract of Employment.
- b. It is further recorded that the remuneration of the Employee may vary from time to time. Orientation at a new client may or may not be remunerated based on the agreement with the client.
- c. The Employee will be paid weekly, in arrears, following the week in which the work was performed. The Employees wages will be paid directly into his/her bank account.
- d. The Employee will be paid by the hour and his/her rate will be based on his/her skills and experience, and the requirements of each assignment as received from the client of Agency.
- e. Timesheets (fully completed and signed by the Employee and the Client's representative) must be delivered, emailed or faxed to the Agency's office at the stipulated time cut off times as will be communicated to you by the Agency, from time to time.

**1.1 Normal Working Hours and Overtime**

- a. Working hours will vary from client to client and from assignment to assignment. The Employee will be advised of the working hours applicable to each assignment, prior to its commencement.
- b. The Employee's ordinary working hours will not exceed any statutory maximum, which may apply to any particular assignment.
- c. Should a Compressed Working Week in accordance with Chapter 2, Section 11 of the Basic Conditions of Employment Act of 1997, "The Act", be in place (or be implemented) the Employee will be required to work up to twelve (12) hours a day over a 45 hour week inclusive of meal intervals. These hours may by agreement with the Employee and the Client, be varied or averaged within limits set by law, from time to time.
- d. If there is any aspect of the assignment which concerns the Employee, he/she is obliged to discuss this with the Agency's representative immediately.
- e. The duties of the Employee in respect of each assignment will be *client specific* and be communicated to the Employee on first assignment but may change from time to time on request of the client.

**1.2 Leave**

- a. Annual Leave
  - i) A provision for leave pay, is included in the rate of pay and is indicated in Assignment confirmations as per 1.a above.
  - ii) If the accrual option is selected or specified then the Employee will not be entitled to take time off with respect to vacation leave, but will be entitled to a leave pay-out, before the end of the year.
  - iii) The leave pay-out, payable to the Employee in terms of ii above, will be the total of the leave provision, accumulated over the period of the assignments worked.
- b. Maternity Leave
  - i) Due to the nature of the employment, Maternity Leave is not applicable.

**1.3 Statutory and General deductions**

- a. The Agency is required to deduct from The Employee's remuneration certain amounts prescribed by law i.e. deductions under the PAYE system and compulsory contributions to the Unemployment Insurance Fund.
- b. IRP5 certificates will be issues yearly to all of the agency's employees from whom employee tax has been deducted.
- c. The Employee is obliged to inform the Agency if the Employee is employed by any other agency and/or is performing employment for which the Employee receives additional remuneration, as this has an impact on the year-end tax deductions.
- d. The Agency will not be held responsible if any employee tax calculated by the Agency is calculated incorrectly.
- e. In terms of the new regulations issued by SARS a person is required to register as a tax payer regardless of whether he/she will be liable for income tax or not.
- f. The Employee hereby irrevocably confirms that his/her Income Tax affairs is the full responsibility of the Employee. The Agency will not be held liable for any tax responsibilities of the Employee.

**1.4 Timesheets**

- a. The Employee's timesheet is of paramount importance to The Employee's weekly remuneration.
- b. The Employee is obliged to confirm that the designated signatory in the Client's office has signed the timesheet. The Employee must sign the timesheet him/herself (full signature, not initials) before handing the timesheet in with the Employee's Supervisor. Incorrectly completed and unauthorized timesheets will result in the Employee not receiving any payment.

- c. The Employee hereby confirms and takes specifically note of the fact that if incorrect information appears on the Employee's timesheet and/or the timesheet is posted late the posting of the Employee's timesheet will be delayed.
- d. If there is any discrepancy in the timesheet to the loss of the Employee then the Employee waives his / her right to keep the Agency liable for any loss or reduction in remuneration.

#### 1.5 Security Measures

- a. The Employee agrees that he/she may from time to time be required by the Agency and/or a client to submit to appropriate security measures. The measures include, but are not limited to, searches of parcels, lockers, bags, clothing and body searches and vehicles in which the Employee is traveling. The Employee accordingly consents to be subjected to such appropriate security measures if requested by a representative of either the Agency or the Client.

#### 1.6 Confidentiality

- a. During assignments, the Employee will have access to information which is confidential to the Agency and/or the Client.
- b. All information that comes to the Employee in the course of the Employee's work with any of our clients must be treated as strictly confidential.
- c. The Employee by signature of this agreement, undertakes to keep confidential all such information which may be disclosed to The Employee during his/her assignment or to which the Employee may have access by virtue of his/her assignment, unless such disclosure is authorised by the Agency or the client.

### 2. GENERAL MATTERS CONCERNING THE EMPLOYEE

- a. If the Employee has any queries regarding rates or remuneration the Employee is obliged to contact the Agency and/or its representative and never the Client.
- b. Non-compliance with paragraph (a) above will result in the Employee being disciplined by the Agency.

### 3. OBLIGATIONS OF EMPLOYEE

- 3.1 The Employee is required to contact the Agency's representative immediately, or at least 72 hours before the Employee's next shift, if and when the Employee:
  - a. becomes ill or suffers any injury while on assignment;
  - b. is late or can't report for an assignment;
  - c. has a problem or query regarding an assignment.
  - d. changes his/her name, address or telephone number;
  - e. is contacted by the Client to return to the Client for a further assignment. If The Employee returns to any one of the Agency's clients, the Agency must be informed immediately.
  - f. if the Employee is offered full time employment with any of the Agency's clients.
  - g. if the duties of the assignment are changed by the Client.
  - h. experiences a change in his / her medical condition, or state of health that could impact upon the Employee's ability to carry out assignments, or his / her eligibility for assignments.
- 3.2 The Employee will wear his / her name badge at all times, when attending at the premises of a client.
- 3.3 The Employee will be at work on time and will advise the Agency and the Client timeously if he / she cannot for any reason be at work on time, or at all. Consistent late coming and poor time keeping, or any other transgressions will be dealt with in accordance with the disciplinary procedure and can result in dismissal.

### 4. AGENCY SERVICE AGREEMENT AND TERMS AND CONDITIONS OF EMPLOYMENT

#### 4.1 Agreement Principle

- a. This agreement sets out the terms of our relationship as the Employee's Agent when on an assignment with the Agency.
- b. The Agency is in the business of assigning temporary workers to its clients, for the purpose of providing a service to the client, for a temporary period determined by its clients.
- c. By signing this agreement, the Agency will act as the Employee's agent in securing, wherever possible, assignments for the Employee with its clients, for the purpose of providing a service to the client, for a temporary period determined by the client.
- d. The Employee will advise the Agency immediately, if employment, or an assignment is offered directly to the Employee by any Client of the Agency.

#### 4.2 Relationship

- a. For the duration of any assignment, the Agency as a Temporary Employment Service defined in terms of the Labour Relations Act of 1995, will constitute the Agency for the purposes of the Labour Relations Act.
- b. During any period or periods during which the Employee is not working on an assignment the Agency will not constitute the Employee's employer, but will remain the Employee's agent and the Employee will not be an Employee for the purposes of the Labour Relations Act or any other law.
- c. The Employee will be offered temporary assignments by the Agency from time to time, of such nature as the Agency in its discretion may determine, having regard for the Employee's skills, expertise and experience, in accordance with the requirements of the assignment as specified by the Client.

#### 4.3 Expectation of Future Assignments

- a. The Employee agrees that notwithstanding the Agency's intention to secure assignments for the Employee on a regular basis for the duration of this agreement, the Employee has not been given any undertaking in this regard, nor has any expectation been created that the Employee will be placed in other assignments or that the Employee's assignment in any future temporary position, will be on the same or similar terms to any previous assignment.

#### 4.4 Termination, Notice Period and expectation of Permanency

- a. The positions in which the Employee may be assigned are of a temporary nature and will automatically terminate, without further notice to the Employee and unless terminated earlier as provided for below, either by the expiry of the fixed period relating to the assignment, or upon the expiry of the specific task to which the Employee is assigned.
- b. The nature, commencement and duration of each assignment will be communicated to the Employee when the Employee is offered a temporary assignment by an Agency representative.
- c. It is specifically recorded that there is no expectation that any assignment will automatically be renewed or prolonged for a period other than the one envisaged at the time of the commencement of the assignment. The termination of any temporary assignment by the expiry of the fixed terms pre-advised will also not constitute a redundancy, dismissal or retrenchment. In these circumstances, the assignment shall automatically expire through the completion or fulfillment of the temporary assignment.
- d. For each assignment, it will be communicated to the Employee, either in writing or orally by the representative of the Agency of the Employee's hourly rate of pay, the Client's company's name and address, where the Employee is to report, the name of the person the Employee should report

to, and details of the nature and hours of work. The Employee will further be advised of the actual or anticipated duration of the assignment.

- e. The assignment may be terminated, prior to its anticipated termination date, for the following reasons:
- Misconduct by the Employee;
  - Poor work performance of the Employee;
  - The client prematurely terminating the assignment;
  - The client insisting that the Employee must be removed or replaced for whatever reason.
- f. It is specifically agreed that should the Employee's temporary assignment be lawfully terminated before the expiry of the assignment, neither party will have any claim against each other, of any nature whatsoever, including, but not limited to a claim for damages, specific performance, or an unfair dismissal dispute.

#### 4.5 Standard Terms of Employment

When the Employee accepts an assignment the Employee must be committed to the assignment and agree to the following:

- To comply with terms and conditions of employment as set out in this Agreement as well as the Agency's Disciplinary and Grievance Procedures in the Standard Operating Procedures (SOP's), available for The Employee to read at the Employee request.
- To comply fully with any rules, procedures, policies and practices in place at the client's premises which apply to the Employee's assignment.
- These include specific procedures which the Client adopts as part of its normal employment practices. The Employee undertakes to familiarise him/herself with such specific procedures upon taking up his/her duties on assignment.
- To accept that each assignment is of a temporary nature and that no benefits or conditions applying to permanent Employees of the Client or the Agency will apply to the Employee.

#### 5. TERMINATION OF AGENCY AGREEMENT

This Agency Agreement, which governs the Employee's general association with the Agency, may be terminated at any time, upon any grounds recognized in Law as being sufficient.

#### 6. GENERAL

- The Employee undertakes to further the interests of the Agency in all his/her actions at all time and to do everything reasonably necessary and ancillary to the competent, accurate and efficient performance of his/her job function.
- This document and its annexures and associated policies and procedures, contain the entire agreement between the parties and no variation or cancellation by agreement of, addition or amendment to, or deletion from this agreement shall be of any force or effect unless in writing and signed by or on behalf of the parties hereto.
- No indulgence granted by a party will constitute a waiver of any of that party's rights under this agreement; accordingly, that party will not be precluded as a consequence of having granted such indulgence, from exercising any rights against the other which may have arisen in the past or which may arise in future.
- The Agency is hereby authorised to access the Employee's personal information and conduct background screening checks, including but not limited to, credit, qualifications, employment references, criminal record, fraud prevention, ID verification and driver's license.

- Within two (2) days of signature of this agreement the Employee is obliged to provide the Agency with a confirmation letter from its financial institution confirming its banking details in which he/she would receive payment of his/her remuneration.
- The Employee must on request provide the Agency with certified copies of proof of his/her registration documents with his/her professional body as well as proof that the Employee's annual registration is paid up to date.
- The Employee must provide the Agency with proof of its Tax Income number by submitting to the Agency an official letter from SARS confirming the Tax Income Number.
- The Employee must provide the Agency before accepting any assignments the following documents:
  - Certified copy of his/her South African Identity Document;
  - Certified copy of The Employee's qualification;
  - If the Employee is a foreign citizen – Copy of his/her passport and right to work visa or refugee permit;
  - Certified annual receipt of payment or certified annual card of the relevant registered body as per point f above;
  - Certified registration certificate of the relevant registered body as per point f above;
  - CV in word or PDF format;
  - Certified marriage certificate should any names vary on any of the above documents.

#### 7. DECLARATION

- I declare the information given in this application from is true and complete to the best of my knowledge and belief. I have read and understand the following:
  - I have read and understood and agree to the contents of this document;
  - I have professional indemnity – I understand that I need to have professional indemnity cover in place at all temporary assignments and I will not undertake assignments without entrusting that this cover is in place;
  - I agree to comply with all Health & Safety Legislation and Regulations that are applicable;
  - I understand that my appointment is subject to the receipt of a minimum of two satisfactory references, which I give the Employer permission to contact and obtain.
  - I agree to respect the confidentiality of patients and clients and any other information that I may have access to at all times;
  - I confirm that the selections made in Annexure "NEF" to this document is a true and correct record of the information it intends to convey;
  - I have read, understand and agree to adhere to the Agency's disciplinary code and grievance procedure.
  - RWOPS; I am aware that if I am employed in the Public Service, I must obtain permission to undertake agency work from my employer.
  - I am aware that if I have been convicted in terms of the Sexual Offences and Related Matters Amendment Act 32 of 2007, I must disclose such conviction to the Agency.
  - I confirm that I am aware that I must disclose to the Agency if my name appears in Part B of the National Child Protection Register in terms of the Childrens Act, 38 of 2005.
  - I understand that it is my responsibility to have an annual clinical health screen at my own cost.
  - In the event that I become symptomatic while I am on assignment, I undertake to advise the Agency immediately.
  - I undertake to ensure that I receive all relevant and necessary immunizations and vaccinations to prevent susceptibility to any communicable or infectious diseases.
  - I have not been convicted of a criminal offence in any Country.
  - I have not been convicted or disciplined for professional misconduct and I do not have any pending professional misconduct proceedings against me in any Country.

I agree to and am bound by this contract. The signing of this contract constitutes as a legally binding document and will supersede any other contracts previously entered into.

**Employee:**

SIGNED at .....on this day .....in the presence of the undersigned witnesses.

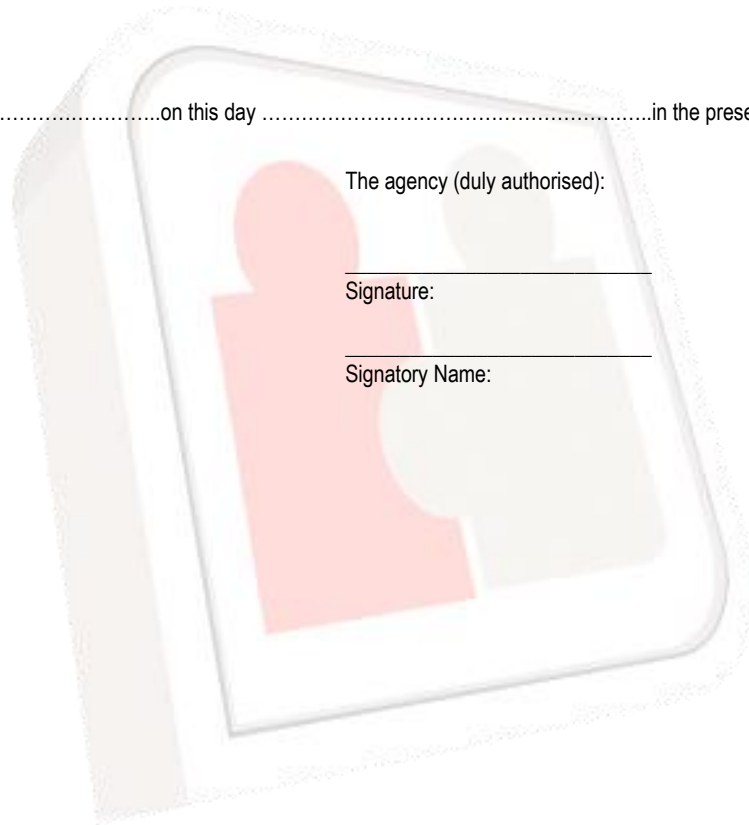
Witnesses:  
1. \_\_\_\_\_  
2. \_\_\_\_\_  
(Signatures of witnesses)

Employee:  
\_\_\_\_\_  
Employee Signature:  
\_\_\_\_\_  
Employee Name:

**Agency:**

SIGNED at .....on this day .....in the presence of the undersigned witnesses.

Witnesses:  
1. \_\_\_\_\_  
2. \_\_\_\_\_  
(Signatures of witnesses)



The agency (duly authorised):  
\_\_\_\_\_  
Signature:  
\_\_\_\_\_  
Signatory Name:



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