**Employment Contract (Seasonal Worker)**

This agreement is subject to the Basic Conditions of Employment Act, 1997 and Sectoral Determination 13

**BETWEEN** XXX, PO Box XXX, XXXXXX, XXXX, hereinafter referred to as

**“the Employer”**

and

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (ID: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_), hereinafter referred to as

**“the Employee”**

1. The Employer undertakes to meet its contractual and legal obligations to the Employee; keep the working environment pleasant and physically safe, within reasonable limits, and to maintain a good relationship with the Employee.
2. The Employee accepts temporary employment for the \_\_\_\_\_\_\_\_\_\_\_\_\_ season, which extends from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to approximately \_\_\_\_\_\_\_\_\_\_\_\_, as and when work is available. By this is meant that whereas the Employer’s business requires various factors to be in place for continuous work activity, for example favourable weather conditions, the degree of ripeness of products, the availability of production resources, market conditions, etc., there may be times when no work is available or possible for the Employee. The Employer shall therefore only pay the Employee if his/her services are required and utilised. The Employee’s jobs/tasks will include those of a General Worker, with duties as assigned, explained and demonstrated by the Employer. Such work shall be performed at the Employer’s premises at XXXXXXXXXXXXXXX but may also be required at  XXXXXXXXX.
3. The Employee agrees and undertakes to provide the Employer with honest, loyal and productive service, to promote the interests and image of the Employer through his/her general conduct, attitude and actions towards co-workers and management and, besides work related to the position, also to perform tasks that fall within his/her ability and as can reasonably be expected by the Employer, and to work overtime and/or perform emergency work within the statutory limits should the Employer require it.
4. The Employee accepts that the following employment conditions (as set out in the Employer’s Human Resource Policy and Guidelines) shall apply in terms of this employment contract, and that the Employer may amend such conditions after consultation with the Employee according to the requirements of practice and market considerations:

4.1 *Wage:* A basic wage of R            per hour worked plus production bonus (piece work) at current rates of \_\_\_\_\_\_\_\_\_ payable weekly/two-weekly on Fridays in cash /per electronic transfer;

4.2 *Working hours:* Normal working hours shall be.……….  hours per week, made up as follows:

Monday to Friday: From   ……….... am to …..…………. pm

Meal intervals: From: …………… to ……….….….

Other breaks: ……….…………………………………………

*(In cases where working hours are extended/reduced, it should be clearly stipulated).*

During the months …..……………. to ……………., working hours shall be extended by ……….. hours per week, and during the months of …………………… to ………………shall be reduced by the same number of hours.

* 1. *Overtime pay:*  Monday to Friday = 1 ½ x the basic hourly wage for hours worked in excess of the normal daily hours.
  2. *Sunday work:* Any type of work performed on Sundays shall be per agreement between the parties and the Employee shall be paid as follows:

|  |  |
| --- | --- |
| **Time worked on Sunday** | **Payment** |
| Four hours or less | Payment of four hours wages |
| More than two hours but not more than five hours | The ordinary daily wage |
| More than five hours | The greater of double the wage payable in respect of time worked (excluding overtime) or the ordinary daily wage |

4.5 *Work stoppage*:  The Employer shall, by giving the employee at least one hour’s notice, decide whether work cannot be performed due to unfavourable weather or other unforeseen circumstances. A minimum of 4 hours’ pay will be applicable in this case.

4.6 *Leave*:  One day’s leave for every 17 days worked shall be paid out on termination of the contract where the duration of the contract exceeds four months.

4.7 *Sick leave*:  Paid sick leave of one working day for every 26 days in respect of which the Employee was entitled to payment, provided that a valid medical certificate is submitted for absence of more than two days, or on more than two occasions within eight weeks.

4.8 *Public holidays*:  If any public holiday falls on a normal working day within a period of unbroken service, the Employee shall be entitled to a day off on full pay, and if the holiday falls on a Sunday, the Employee shall have the subsequent Monday off on full pay. If the Employee works on such a public holiday, he / she shall be paid at least double his / her daily wage, unless the majority of employees, at the Employer's request, agree to exchange that day with another normal working day within a reasonable period of time.

1. Maternity leave: Female Employees shall be entitled to four months’ maternity leave without pay.

**6.** Family responsibility leave**:** The Employee shall be entitled to three days’ family responsibility leave per annum provided that he/she works at least four days a week and has worked for the Employer at least four months. Male employees can apply for 10 consecutive days unpaid parental leave when a child is born but will not qualify for the 3 days family responsibility leave as well. He will however qualify for other benefits such as when the child becomes ill.

**7.** The Employee authorises the Employer to deduct any statutory amount, or any amount owed to the

Employer, from the Employee’s wage or from any other monies due to the Employee.

**8.** The Employee accepts that this agreement shall be terminated:

* in the case where the employment contract may be legally terminated by giving notice, by one party giving the other party one week’s written notice during the first six months of employment, and four weeks’ notice thereafter;
* if the Employee is dismissed for any reason deemed fair in law, after a proper and fair disciplinary procedure had been followed;
* if the Employee, due to medical disability, is unable to resume or continue performing his / her duties within a reasonable period; or
* if the period / task for which the Employee had been appointed has lapsed or has been completed.

**9.** The Employee accepts the conditions in the Employer’s code of conduct and other rules as set out in the HRP&G, as well as the disciplinary and grievance procedures therein, as explained to the Employee and which include the Employer’s right to conduct reasonable security searches and testing for the use of alcohol and drugs.

**10.** Both the Employer and the Employee hereby agree to obtain, use and share information responsibly and in accordance with the relevant privacy protection legislation. The Employee hereby agrees that the Employer may use personal information from the Employee for lawful purposes. These purposes might include the following:

* Information relevant to Governmental Organisations (tax, audits, UIF etc.)
* Market Access (export purposes, audits, compliance etc.)

No party may distribute any personal information to which the Employee or Employer makes objection.

Thus agreed and signed at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on this \_\_\_\_\_\_ day of 20\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Employee On behalf of  XXXXXXXXXXXX