



CASUAL CONTRACT OF EMPLOYMENT

Entered into between:

(herein after referred to as "the employer")

Address of employer:

_____, Gauteng 1665

And

(herein after referred to as "the employee")

ID Number: _____

1. COMMENCEMENT

- 1.1. In terms of the Basic Conditions of Employment Act, employees who work for an employer for less than 24 hours a month are not eligible for Annual Leave, Sick Leave, Maternity Leave, Family Responsibility Leave, Parental Leave, Adoption Leave, Commissioning Parental Leave.
- 1.2. Such employees are also excluded from provisions on working hours, overtime pay, Sunday Pay and Public Holiday Pay.

2. COMMENCEMENT

- 2.1. This contract will begin on _____ 202__ and will terminate on _____ 202__.

3. PLACE OF WORK

- 3.1. The employee will be required to tender his services at _____, Gauteng

4. JOB DESCRIPTION

Job Title : Gardener (See Annexure A)

5. TERMINATION OF EMPLOYMENT

- 5.1. This contract will terminate on the date specified in paragraph 2 above.
- 5.2. The Employer shall be entitled to terminate the Employee's employment summarily (**or** on such other basis as it considers appropriate) in accordance with the relevant provisions of the Code of Good Practice: Dismissal as well as the Employer's disciplinary code and procedure, if the Employee:
 - 5.2.1. is guilty of conduct justifying a summary dismissal; and/or
 - 5.2.2. is guilty of conduct which is likely to bring him/herself or the Employer into disrepute or is convicted of an offence involving dishonesty; and/or
 - 5.2.3. The Employee is not in possession of a valid and current work permit issued by the Department of Home Affairs.

6. WAGE

- 6.1. The employee shall be paid the following in accordance with the National Minimum Wage Act as amended from time to time:
 - 6.1.1. Minimum Hourly Rate of Pay R 25.42 +R2.08 = R27.50



SOCIAL RESPONSIBILITY PROGRAMME

- 6.1.2. Rate per day = R220.00 per day plus R30.00 for the Community Co-Ordinator = R250.00 per day.
- 6.2. The employee will be paid for actual hours worked, excluding lunch and meal breaks.
- 6.3. No deductions will be made from the employee's hourly rate of pay.

7. HOURS OF WORK

- 7.1. See Annexure B for work roster.

8. MEAL INTERVALS

- 8.1. See Annexure B for work roster

9. CLOTHING AND TOOLS AND EQUIPMENT

- 9.1. Any uniforms, personal protective clothing, tools and equipment supplied to the employee by the employer will remain the property of the employer.

10. DUTIES OF EMPLOYEE

- 10.1. The Employee shall:
 - 10.1.1. act in the capacity to which he/she is appointed in terms of this Agreement and shall perform all the duties required of him/her and those that are reasonably ancillary thereto;
 - 10.1.2. report any damage to household items to the Employer;
 - 10.1.3. perform to the best of his/her abilities all duties and functions reasonably assigned to him/her by or on behalf of the Employer in connection with its business;
 - 10.1.4. obey the orders and directions of the Employer or any person/s on their behalf;
 - 10.1.5. use the assets of the Employer entrusted to him/her with the utmost care;
 - 10.1.6. be true and faithful to the Employer in all dealings and transactions whatsoever;
 - 10.1.7. deliver to the Employer, whenever the Employer requires him/her to do so, all key, remotes, tools, equipment, PPE's etc which belong to the Employer and which are in the possession or under the control, directly or indirectly, of the Employee;
 - 10.1.8. carry out his/her functions and duties for the Employer lawfully;
 - 10.1.9. not act on behalf of the Employer in a manner which would bring discredit or injury to the Employer; and
 - 10.1.10. disclose to the Employer all acts and omissions which at any time may constitute a breach by the Employee or any other employee of his/her obligations to the Employer from whatsoever cause arising.

11. GENERAL

- 11.1. Any changes to this agreement will only be valid if they are in writing and have been agreed and signed by both parties.

THE EMPLOYER

WITNESS

THE EMPLOYEE

WITNESS

SIGNED AT _____ on this the _____ day of _____ 20_____



JOB DESCRIPTION

Activity	Timing

	Start of Shift	Lunch Start	Lunch End	End of Shift	Total Hours
	A	B	C	D	Working hours minus lunch break
Monday					
Tuesday					
Wednesday					
Thursday					
Friday					
Saturday					
Sunday					

Example 24 hour contract

	Start of Shift	Lunch Start	Lunch End	End of Shift	Total Hours	Total Paid Hours
	A	B	C	D	E	Working hours - lunch break
Monday	09:00	12:30	13:30	16:00	09:00	08:00
Tuesday	09:00	12:30	13:30	16:00	09:00	08:00
Wednesday	09:00	12:30	13:30	16:00	09:00	08:00
Thursday						
Friday						
Saturday						
Sunday						
Total Hours						24 hours

Minimum rate per day = R220 per day.

Over and above the minimum rate of pay or any additional bonus payment, the employer will pay an additional R30 per employee to the co-ordinator for securing available employees.

Note: DLSSF in collaboration with residents of the Trust and Lighthouse communities have entered into an arrangement to utilise the services of local verified South African residents to perform ad hoc work in our community. The DLSSF does not retain any income from such work. Where a resident seeks to employ such a person permanently, they may do so but must ensure that that the employee is provided with a permanent full-time or fixed term contract of employment in terms of the Basic Conditions of Employment Act. Please advise the DLSSF is such permanent appointments are made for our records.

The employer must provide a WhatsApp photograph of the employee's identity document as well as a copy of the signed contract and forward this to a CPF committee member for record purposes.

Thank you, for assisting us with the programme.