



FIXED-TERM

2021

VARIABLE HOUR TEMPORARY EMPLOYMENT CONTRACT - CLEANERS

(for max 3 months duration)

This contract is for staff who work as relievers for less than 3 months, or on a project that has a start date and an end date – The hours/days required to work are entirely dependent on the permanent staff member they are relieving or clients operational requirement.

This temporary worker is filling in for a permanent employee who is on :- (please tick applicable boxes below)

- Annual Leave Sick Leave FRL Absence/ Unpaid Leave
 Special project

Where applicable: filling in for:

Permanent Employee Name _____

Clock No: _____

NAME AND SURNAME (AS PER ID)	
ID NUMBER:	
CELL/ CONTACT NUMBER:	
SITE AND/OR SITE CODE:	

This confirms that you have been employed temporarily as a relief worker by Advanced Cleaning Services for the following period:

START DATE:	END DATE:

Please note that you are subject to all Client, ACS /Company Code of Conduct rules & regulations whilst in ACS employ.

NB: THE FOLLOWING DOCUMENTS MUST BE ATTACHED TO THIS CONTRACT PRIOR TO YOU STARTING WORK

- Bank Statement ID Proof of Residence Tax Number
 Application form Training documents (where applicable) EEA1 form

Initial: _____

NOVATION

This agreement supersedes and novates any previous agreements between the parties of whatsoever nature.

APPOINTMENT OF EMPLOYEE

The company (ACS) appoints the employee in the position as **TEMPORARY VARIABLE HOUR HYGIENE OPERATOR** at Advanced Cleaning Services. Please note that you may on occasion be required to perform tasks that are not part of your normal daily duties or routines, but may be necessary due to the operational requirements of the Company/ Client.

DURATION

This confirms that you have been employed temporarily by Advanced Cleaning Services, under the following conditions:

- As a fixed term /temporary Employee, the employee is not eligible to participate in any fringe benefits.
- The Employee understands that the fixed term/ duration temporary status does not entitle the Employee to any specific numbers of hours work per month or for special consideration for permanent or full-time employment. i.e **There is no right of renewal of this contract.** The employee shall only be called upon if and when there is work to attend to.
- Also no expectation of renewal and no promise or warranty made by the company or any of its employees shall be valid unless reduced to writing.

The services of the Temp are contracted from _____ to _____ when the contract will automatically terminate (the end date).

You will serve a _____ Week/ month's probation period, at which time you will be assessed, and will be informed prior to the end date whether you will continue with the company or not.

For the purposes of clarity, it is specifically recorded that the contract period will come to an automatic end on the termination date above, or upon expiry of the company's contract with the client, and shall not be construed as a termination based on the Company's operational requirements, nor as an unfair dismissal.

The Employee specifically acknowledges that: - He/she fully understands the Employer's contract with the client may be terminated and / or revised by the client from time to time and for any cause whatsoever, or may terminate through the passing of time, and that in consequence thereof, the nature of the Employee's employment and its duration is totally depended upon the Employer's contract with the client; and that the Employee's contract of employment will terminate at any time as and when the event referred to above occurs. In such event, this contract shall automatically terminate on notice being given in terms of this contract. Such termination shall not be construed as being termination for operational reasons, but termination due to the due completion of the contract between the Employer and its client. The employee acknowledges and agrees that he/she shall not be entitled to continued employment with Advanced Cleaning Services nor will any severance pay be payable by Advanced Cleaning Services to the employee.

REMUNERATION

The company shall pay the employee an hourly rate of _____ / hour cost to company which will be deposited directly into the employee's bank account on the last day of the month, less lawful deductions.

NOTICE OF TERMINATION

Contracts come to a natural end at the time stipulated in the contract or at the arrival of a specific event, when the employee's services will terminate. That is then the end of the relationship. It is further noted that in terms of this contract, that should the employee owe the company any money, that the company reserves the right, by way of compensation, to withhold any monies owing to the employee.

DUTIES OF EMPLOYEE

The employee shall:

- perform to the best of his/her abilities all duties and functions reasonably assigned to him/her by or on behalf of the company in connection with its business or the business of the client;
- obey the instructions and directions of their manager/ supervisor/ client's management or senior management of the company and/or of any duly authorised person on the company's behalf;
- take responsibility for and use and maintain the assets of the company entrusted to him/her with the utmost care;
- devote the whole of his/her time and attention during the company's normal business hours, and such reasonable amount of additional time as may be necessary, having regard to the exigencies of the business of the company, to the business and affairs of the company;

Initial: _____

- use his/her utmost endeavours to protect and promote the business and interests of the company and to preserve its reputation and goodwill;
- be true and faithful to the company in all dealings and transactions whatsoever relating to its business and interests;
- disclose to the company all and any acts and omissions which in the past may have constituted or which at any time may constitute a breach by the employee or any other employee of her obligations to the company from whatsoever cause arising;
- not during his/her employment or thereafter, regardless of the reason for termination of his/her employment, communicate or divulge to any unauthorised person any confidential matter or information relating to the business affairs, processes, trade secrets, trade connections and/or client lists of the company;
- not engage in conduct or activity that may raise questions as to their or the company's honesty, impartiality, reputation or otherwise cause embarrassment to it; and
- comply with any and all policies and procedures as amended from time to time by the company, copies of which can be obtained from the company's human capital department.

HOURS OF WORK

Note: this is a 7 day a week industry/ operation and that Working hours (shifts) are determined from time to time by the company and the operational requirements of each particular client. You shall have no fixed hours or days of work, but shall work such shifts as are allocated/ requested by the Company on any day of the week, Saturdays, Sundays and public holidays included. Sunday pay is calculated in terms of clause 15 (1) of *Sectoral Determination 1 Contract Cleaning Sector*. For the purposes of calculation of the benefits, each completed shift shall count as a 'day'. Employment is however expressly conditional on the employee agreeing to work overtime if required and that the employee is/may be required to work outside the ordinary hours of work as and when required, taking into account the exigencies of the business. Any overtime will be paid in accordance with the Basic Conditions of Employment Act, if the employee qualifies for overtime in terms of the said Act.

TRANSFERS

The employee hereby agrees that the employer reserves the right to transfer the employee to an alternative contract/ site should the client request such a transfer or due to operational requirement. The company or client has a right to request such transfers, for whatever reasons, as the company is contracted to provide a service to the client. Should the employee be transferred to another contract, this contract will become null and void and a new contract will be drawn up.

GENERAL

The employee hereby agrees that in the event that his/her services are terminated for any reason whatsoever, the company may deduct all amounts owing to the company from any amounts due to the employee, on the date of termination of services.

COMPANY RULES

You shall agree to abide by all the Company's and client's work rules, code of conduct, disciplinary policy & rules and health/safety rules, as amended from time to time. A copy of these rules are available from the Company for your perusal. Furthermore the employee agrees to and may be required to submit themselves to searches of their possessions by a person designated by the employer/ client. Furthermore, in order to preserve the relationship of trust that exists between the employer/ its client and its employee, the company reserves the right to require you to undertake polygraph testing/ drug and or alcohol tests at any point in time. These examinations may be deemed to be necessary under certain circumstances, like security/ health & safety, or in which the issue of trust relationship between parties is in question. Should you however refuse to undergo the polygraph or drug/ alcohol testing, you will be in breach of this contract, and furthermore the company may draw a negative inference from this.

The above has been read, understood and agreed to:

Date:

Temporary Employee Signature:

ACS MANAGER CONFIRMS THAT: All required documentation accompanies this contract and that the temporary worker has been inducted correctly and safe working practice and procedure has been explained and signed training document is attached to this contract.

Date:

ACS Site Manager Signature:

Employee's Guardian
(*If applicable)

* Employee's Guardian to assist minor employee below the age of 18 years, and to co-sign this contract