

# CONTRACT OF OCCASIONAL EMPLOYMENT

entered into between

(hereinafter referred to as "the Employer" which is situated at

.....)

and

(hereinafter referred to as "the Employee")

**1. Basis of Agreement:** Due to the fluctuating need for staff, it is necessary for the Employer to make use of labour on an occasional basis. It is understood that the Employee's availability and the Employer's requirement will be temporary and flexible. This document will serve as a basis for the agreement whenever the services of the Employee are used. There will at no stage be an expectation of a conversion to permanent employment, unless this has been negotiated and agreed in writing.

**2. Nature and place of work:** General labour at the Employer's premises, to work as required from time to time.

**3. Availability:** The Employee will only be used if the need arises and if he/she is available. The Employee is encouraged to seek permanent employment elsewhere.

**4. Days and ordinary hours of work:** The Employee will work the days and hours as agreed from time to time, provided that such hours will not exceed the maximum prescribed by law. The parties shall keep record of the days and hours worked in terms of this agreement.

**5. Rate of pay:** R ..... per completed hour. If applicable, leave entitlement will be calculated at 1 hour's leave per 17 hours worked.

**6. Manner/method of payment:**

Every ..... (day) .....(e.g. cash/cheque/electronically)

Account details: .....

Bank, Acc. no. .... Branch Code .....

**7. Rules:** The Employee will adhere to the Employer's rules and procedures.

**8. Special conditions:** .....

.....

Signed/marked (Employee): ..... Witness/Interpreter: .....

Signed (Employer): ..... Date: .....