**EMPLOYMENT CONTRACT**

**Service Contract: Permanent Appointment**

**EDUCATORS**

**CONTRACT OF EMPLOYMENT ENTERED INTO**

**BETWEEN:**

**MALUTI FURTHER EDUCATION AND TRAINING COLLEGE**

**(HEREIN AFTER REFERRED TO AS “THE EMPLOYER”)**

**AND**

**SURNAME AND INITIALS**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**IDENTITY NUMBER:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**THE FOLLOWING CONDITIONS ARE AGREED UPON:**

**1. DESCRIPTION OF POSITION**

The individual will be employed as a **LECTURER at REQV \_\_\_\_\_\_, and** will report directly to the Head of Department/Campus Manager.

**2. COMMENCEMENT DATE**

This appointment will be official as from **\_\_\_\_\_\_\_\_\_\_** The newly appointed employee shall in terms of this contract serve probation of **twelve months** (where applicable) during which time his or her work will be monitored with a view of assessing the employee’s confirmation of employment.

**3. DUTIES**

The Lecturer is to execute all duties and responsibilities concerning this position and as outlined in the PAM document. The lecturer undertakes to execute all reasonable and legal instructions given by any executive or supervisor employed by the College.

The lecturer confirms that he/she is capable and competent to perform the duties for which he or she has been employed for, and that he has the necessary knowledge to perform competently and to the satisfaction of the EMPLOYER.

It is also expected of the lecturer to mark test/exam papers. Invigilation is compulsory. SACE membership is compulsory.

**4. REMUNERATION**

 **4.1 BASIC SALARY**

The employee’s basic salary before deduction payable on the last day of each month will be \_\_\_\_\_\_\_\_\_\_.

 **4.1. OTHER BENEFITS**

The employee is entitled to the following Benefits:

* Service Bonus which is 100% of the employee’s monthly salary.
* Housing Allowance in line with Public Service Provisions
* Medical Aid Subsidy in line with Public Service Provisions
* Pension Fund and UIF where applicable in line with Public Service Provisions

6**. DEDUCTIONS**

The following deductions will be made:

* Unemployment Insurance/GEPF
* Income Tax
* PSCBC Levy
* Union/ ELRC Agency Fee
* SACE Levy

**7. TERMINATION OF CONTRACT**

The employee’s service may be terminated by either him or her or by employer by giving not less than a one month written notice.

Either party may immediately terminate this contract for any cause recognised by law as being sufficient, subject to this being recorded in writing.

This contract may be terminated by the employer without any notice or any payment in lieu of notice in the case of gross misconduct or dishonesty on the part of the employee.

The employer will in such event follow the procedure as laid down in the disciplinary code and procedures for employees.

**6. LEAVE**

Leave will be in accordance to College calendar. Leave in line with PSCBC Resolution 1 of 2007 where applicable.

The employee must notify the employer if absent from work due to illness or any other reason. If an employee is absent from work without permission i.e. for any reason other than authorized leave and sick leave, the employee shall not be entitled to any pay for the days of absence or part of the day and would be subjected to disciplinary action.

**6.1 FAMILY RESPONSIBILITY LEAVE**

The employee will be entitled to paid, family responsibility leave as follows:

6.1.1 Three (3) working days family responsibility leave per an annual leave cycle for utilisation if:

1. The employee’s spouse or life partner gives birth to a child (applicable to male employees).
2. or the employee’s child, spouse or life partner is sick.

6.1.2 Five (5) working days leave per annual leave cycle for utilisation if the employee’s child, spouse or life partner dies; or an employee’s immediate family member dies (the employee’s parent, adoptive parent, grandparent, grandchild or sibling).

NOTE: That leave for the two types above (put together) should not exceed 5 days.

 **6.2**  **SICK LEAVE**

To prevent disruption of classes:

* The lecturer must immediately inform the Campus Manager when absent from work as a result of illness.
* A registered Medical Practitioner should certify any illness, lasting more than two (2) consecutive days.
* Exceeding the number of sick leave days as indicated will lead to unpaid sick leave or has been absent on more than two occasions during an eight week period.

**6.3 MATERNITY LEAVE**

Female Employee is entitled to four consecutive months maternity leave on full pay to commence at least 14 days prior to expected date of birth but not later than the actual date of birth in a case of a premature confinement.

An application of a maternity leave must be at least three months prior to the expected date of birth as stated by the medical practitioner in order to enable the arrangement of a substitute.

**6.4 PRE – NATAL LEAVE**

* An eligible employee will be entitled to 8 working days pre-natal leave, per pregnancy, allowing the employee to attend medical examinations by a medical practitioner or midwife, and tests related to the pregnancy.
* An employee can utilise a full day or part of a day for pre natal leave.
* An application for pre-natal leave should be supported by reasonable proof that the employee attended a doctor’s appointment and/or went for tests related to the pregnancy.
* An employee who has used all her pre-natal leave may, subject to the approval of the Head of Department, apply to use available annual leave and/or unpaid leave.
* Absences related to medical complications during the pregnancy will be covered by sick leave.
* All other maternity leave provisions, as defined in the Determination on Leave of Absence, remain unchanged.

**7. CONFIDENTIAL COLLEGE INFORMATION**

Confidential information concerning the College is not to be furnished without written permission from Management.

**8. RULES AND REGULATIONS**

The Lecturer is to adhere to all rules, regulations and procedures drawn up by the Employer. These rules, regulations and procedures will be made available to the Lecturer. The Employer may adapt, change or add to said regulations and procedures. The Lecturer will be notified of these changes in advance.

**9. WORKING HOURS**

A working week of **35** hours is applicable, ± **25** Teaching hours and ± **10** administrative and other tasks. The Lecturer will be expected to prepare, evaluate and perform certain duties after hours without additional remuneration.

**10. MEALS INTERVALS**

 Lunch time will be taken according to operational arrangements of the

 Employer in accordance with Labour Relations Act 66 of 1995.

**11. GENERAL**

11.1 This contract is the total agreement between the two parties. No variation, change and addition will be effective unless they are in writing, and signed by both parties.

11.2 No addition, concessions or postponement claims and/arguments will in any way commit one of the parties to execute their rights or means the relinquishing or restricting of any of their rights.

11.3 Both parties acknowledge with the undersigning of this contract that a duplicate was received and the contents were read and understood. Both parties acknowledge adhering to the contract and its stipulations.

11.4 The Employee declares positively and firmly the authenticity of all documents, information and testimonials supporting his/her application. Should it be proven that mentioned documents were forged, the Employer will have the authority to discontinue his/her service immediately.

11.5 The employee undertakes to serve the employer honestly, faithfully and to apply reasonable care skill in the performance of his/her duties and to execute any reasonable command given by a superior.

11.6 The parties agree that the conditions of the contract will be:

11.6.1 Stipulated in this agreement;

11.6.2 The conditions not stipulated are included in the Personnel Manual, Policy of the College and the Disciplinary codes and regulations to be announced by Management periodically.

11.7 As an indication of your acceptance of this position and the contract, you are requested to sign and return the duplicate of the contract, to the undersigned.

We welcome you and look forward to a mutually pleasant and fruitful time of office in our midst.

Signed at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on this \_\_\_\_\_\_\_\_Day of\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_

Lecturer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Witness: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Campus Manager: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Witness: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_

Recommended/Not Recommended/Recommended as amended

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

ME Tsotetsi Date

Deputy Director: Academic Affairs

Recommended/Not Recommended/Recommended as amended

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

KS Manzini Date

Deputy Director: Corporate Affairs

Recommended/Not Recommended/Recommended as amended

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

AJ Jordaan Date

Deputy Director: Finance

Approved/Not Approved/Approved as amended

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

Mr VE Mabena Date

Principal