**EXPANDED PUBLIC WORKS PROGRAMMES**

****

**ENTERED INTO BY AND BETWEEN**

**EASTERN CAPE DEPARTMENT OF EDUCATION**

**Hereinafter Referred to as "The Employer"**

Represented by **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** in his capacity as a

Full names of the Principal

**School Principal** of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(School Name)

Full name of the school (Primary / JSS/High School

with address at\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

duly authorized to enter into this Contract in consultation with\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Members of the School Governing body

**AND**

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

Full names of the Educator Assistant

Bearing Identity Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Hereinafter Referred to as "The Participant**

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**DECLARATION OF PARTIES**

Both parties understand and agree that this contract is legally binding and that any matter arising from the contract which is not specifically provided for herein shall be dealt with in accordance with the provisions of applicable Legislation.

**1. PARTICULARS OF APPOINTMENT**

* 1. The Participant shall be employed for a period of 4 months as **GENERAL SCHOOL ASSISTANT.**

* 1. The contract shall **commence on 01 November 2021 and shall terminate** on

**31 March 2022.**

* 1. This contract is subject to the submission of the following documents:

1. Fully completed and signed Z83 Form
2. Curriculum Vitae
3. Completed Contract signed by both the Employer and Employee
4. Assumption of Duty
5. Certified copy of Identity Document
6. Certified copy of Marriage Certificate (issued by home affairs) / Decree of
   1. Divorce. (if applicable)
7. Certified copies of Highest qualifications
8. Bank Account Particulars Form – Stamped by Bank, Signed by Teller inside and signed by Educator.
9. Security Clearance Certificate from SAPS
10. Proof of Current Residential Address
11. Proof of Registration with SARS

* 1. Upon completion of the term of the contract as stipulated in 3.2, the Participant’s contract by the Employer will ipso facto cease.
  2. It is expressly recorded and agreed between the Parties that nothing in this contract

will serve to justify any expectation on the part of the Participant that he/she will be re-

employed by the Employer, either at the conclusion of the contract or at any time

thereafter, nor will it make the Participant entitled to permanent employment by the

Employer.

**2. DUTIES AND RESPONSIBILITIES OF THE PARTICIPANT**

2.1 The duties and responsibilities attached to the post wherein the Participant is appointed

are set out in **Annexure A.**

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2.2 The Participant shall faithfully and diligently devote the whole of his/her time to the service of the

Employer and shall undertake his/her duties and responsibilities as well as any/related duties

required of him to the best of his ability.

2.3 The Participant shall at such intervals as the Employer may direct, report on the

knowledge, skills and/or results acquired by him/her in any work done by him/her

during official working hours. The participant may also be required to report on work

completed during the service activities

2.4 In executing the duties and responsibilities set out in **Annexure A**, the Participant shall comply with

the provisions of all the relevant Acts, Prescripts, Regulations, Agreements and/or orders of the

Department.

2.5 The Participant undertakes not to disclose any confidential information to any person

outside the employer’s service either during currency of after termination

thereof which breach may lead to termination of the contract.

**3. DUTIES AND RESPONSIBILITIES OF THE EMPLOYER**

3.1 The employer shall ensure that the technical training is provided in line with the job content

during the contract period and that the participant is informed of workplace policies and

procedures.

3.2 The employer shall pay the Participant the agreed allowance (stipend).

3.3 The employer shall advise the participant on –

3.4 The terms and conditions of his or her employment, including allowance stipend; and

**4. REMUNERATION**

5.1 The Participant shall be remunerated a monthly stipend of **R 3 817.44 (THREE THOUSAND EIGHT**

**HUNDRED AND SEVENTEEN RANDS AND FORTY-FOUR CENTS)** which will be provided via a Electronic Fund Transfer (EFT) by the Department of Education on monthly basis

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**6. OTHER SERVICE CONDITIONS AND BENEFITS**

6.1 **Terms of Work**

6.1.1 Participants on an Education Employment Initiative are employed on a fixed period of 4 months.

**6.2** **Normal Hours of Work**

An employer may not set tasks or hours of work that require a Participant to work–

(a) more than forty hours in any week

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(b) or more than five days in any week; and

(c) for more than eight hours on any day.

**6**.**3 Meal Breaks**

6.3.1 A participant may not work for more than five hours without taking a meal break of at

least thirty minutes duration.

6.3.2 A participant and employer may agree on longer meal breaks.

6.3.3 A participant may not work during a meal break. However, an employer may require a

participant to perform duties during a meal break if those duties cannot be left

unattended and cannot be performed by another participant. An employer must take

reasonable steps to ensure that a participant is relieved of his or her duties during the

meal break.

6.3.4 A participant is not entitled to payment for the period of a meal break, if perform

duties during this time may get off earlier than arranged bases on the time worked

during meals. However, a participant who is paid on the basis of time worked must be

paid if the participant is required to work or to be available for work during the meal

break.

**7. Leave benefits**

The Participant shall be entitled sick leave and family leave responsibilities, in terms of current policies and labour legislation.

**8. Health and Safety**

8.1 All health and safety legislation and regulations must be observed by both the employer and

participant, and non-adherence to specifically the COVID-19 regulations may lead to the immediate

termination of the contract.

**9. Compensation for Injuries and Diseases**

9.1 It is the responsibility of the employer to arrange for all persons employed on a

Special Project to be covered in terms of the Compensation for Occupational

Injuries and Diseases Act, 130 of 1993.

9.2 A participant must report any work-related injury or occupational disease to his/her employer or

manager.

9.3 The employer must report the accident or disease to the Compensation Commissioner.

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9.4 An employer must pay a participant who is unable to work because of an injury caused by

an accident at work 75% of their earnings for up to three months. The employer will be refunded

this amount by the Compensation Commissioner. This does NOT apply to injuries caused by

accidents outside the workplace such as road accidents or accidents at home.

**10. Discipline, Dismissal and Termination**

10.1 The provisions of the Labour Relations Act 66 of 1995, Public Service Act of 1994 as amended,

Public Service Regulation of 2016 and PSCBC Resolution 1 of 2003 shall apply in cases of

discipline.

**11. TERMINATION OF CONTRACT**

Contract of employment between the parties terminates:

11.1 Upon the expiry of the contract period.

11.2 Upon resignation by the Participant in which case a notice period of 1 week will be

given to employer;

11.3 Upon dismissal of the Participant on grounds related to the Participant’s conduct or

capacity.

**12. GENERAL PROVISIONS**

12.1 This contract constitutes the entire contract between the Parties and no amendment,

variation or alteration to any of the terms and conditions of the contract shall be of

any effect unless reduced to writing and signed by both Parties.

12.2 The parties agree and understand that any overpayments resulting from the errors in the

relevant determinations, directives or application of any provisions thereof will be

recovered from the Participant’s allowance as soon as detected.

**THUS, DONE AND SIGNED BY THE PARTICIPANT AT \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**ON THIS \_\_\_\_\_\_\_\_\_ DAY OF \_\_\_\_\_\_\_\_\_\_ 2021**

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**AS EMPLOYER**

|  |  |
| --- | --- |
| **Name(s)** |  |
| **Signature** |  |
| **Date** |  |

**THE PARTICIPANT**

|  |  |
| --- | --- |
| **Name(s)** |  |
| **Signature** |  |
| **Date** |  |

**AS WITNESS**

|  |  |
| --- | --- |
| **Name(s)** |  |
| **Signature** |  |
| **Date** |  |

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**ANNEXURE A**

**SCHEDULE OF ACTIVITIES FOR THE ENTIRE DURATION OF THE CONTRACT**

**ROLES AND RESPONSIBILITIES OF THE GENERAL ASSISTANTS IN SCHOOLS**

1. Responsible for Cleaning of the school according to the area of deployment e.g.

Classrooms, Kitchen, Dormitories, Environment and Garden Services.

1. Screening of all learners, staff and visitors every day.
2. Ensures that all facilities are neat and tidy.
3. Responsible for removal of refuse for the school.
4. Washing ablution facilities, Cleaning floors, windows, walls and carpets.
5. Undertakes daily inspection of the neatness of the school building and premises.
6. Report any damage to the property
7. Ensures that infrastructure minor repairs are fixed immediately.
8. Have patience and willingness to support learners unconditionally
9. Attend staff meetings and training sessions as required

**NB: The employee shall do extra work when requested by Supervisor/Principal.**

*THIS CONTRACT HAS A TOTAL OF SEVEN(7) PAGES*

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