



FNB Premium Core Banking Operations Special Projects  
Braampark Offices  
Braamfontein

[www.fnb.co.za](http://www.fnb.co.za)

Our Ref: FNBFixedTermContractAll5dayMonthlyRatewithOvertime30DayNotice/1f/Apr2015

**FIXED TERM EMPLOYMENT CONTRACT**  
**BETWEEN**  
**FNB A DIVISION OF FIRSTRAND BANK LIMITED**  
**("the Bank")**  
**AND**  
Mr Mpumelelo Hlongwane  
**("the employee")**

WHEREAS

- a. The Bank has offered employment to the employee, who has accepted same in accordance with the terms and conditions of this contract.

NOW IT IS HEREBY AGREED AS FOLLOWS:-

1. **INTERPRETATION**

- 1.1 In this contract where permitted by the context the singular shall include the plural and vice versa and words importing the masculine gender shall include the feminine and neuter.
- 1.2 The headings of this contract are for convenience only and shall not affect the interpretation of the contract.

2. **DURATION**

- 2.1 The employee is specifically employed for the purpose of Project R & C Fulfilment as Administrator E|FAIS - No.
- 2.2 The nature of the work to be performed by the employee in terms of this agreement is of a limited and/or definite duration and will not exceed 4 months. The period is from 01-Sep-2020 to 31-Dec-2020. This period will not be exceeded. As a consequence of this the bank hereby engages the employee on a fixed-term contract for a period of 4 months on the terms and conditions more fully set out in this agreement.
- 2.3 The employee acknowledges that his or her employment is solely for the abovementioned purpose and agrees that such purpose constitutes a justifiable reason to limit his or her employment in terms of section 198B(3) of the Labour Relations Act 66 of 1995, as amended.
- 2.4 The period as contained in clause 2.2. shall not be extended.
- 2.5 Notwithstanding the provisions of clause 2.2, this agreement shall be terminable by either party by giving not less than 30 days written notice of termination.
- 2.6 The Bank may utilise the employee's services at whatever place and in whatever capacity may be required during the currency of this agreement.

### 3. **REMUNERATION**

- 3.1 As sole remuneration for the services rendered by the employee, the employee shall be paid a salary at the rate of R 13,818.00 per month.
- 3.2 The employee's remuneration will be paid monthly in arrears.
- 3.3 The employee shall not be entitled to:-
- The Bank's paid maternity leave facility;
  - The Bank's medical aid facility.
- 3.4 The employee's salary and any benefit received in terms of employment shall be subject to all deductions required by law as well as the regulations of any of the Bank's employee schemes which the employee joins.

### 4. **WORKING HOURS**

- 4.1 The employee will be required to work the following hours:-

Mondays to Fridays	08:00 to	16:45
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- 4.2 The employee shall be compensated for any overtime worked at time and a half as provided for in paragraph 9.2 and Appendix 6 of the Human Resources Manual.
- 4.3 The employee acknowledges that the Bank has the right to change the hours of work set out under clause 4.1 above, from time to time.
- 4.4 The employee agrees to work overtime as and when required.

### 5. **OTHER BENEFITS**

- 5.1 Pension  
Under this agreement, the employee will be regarded as non-pensionable and no pension deductions will be effected, nor will the employee qualify for a Bank pension.
- 5.2 Annual Leave  
The employee is entitled by agreement to one day of paid annual leave for every 17 days on which the employee worked or was entitled to be paid.
- 5.3 Maternity Leave (For Female employees)  
The employee is entitled to four consecutive months unpaid maternity leave.
- 5.4 Family Responsibility Leave  
The employee is entitled to family responsibility leave as outlined in the Bank's Human Resources Manual paragraph 11.4
- 5.5 Sick Leave  
The employee is entitled to one day's paid sick leave for every 26 days worked.
- 5.6 Personal Accident Cover  
The beneficiary of this policy is FirstRand, however, while this agreement subsists, the employee may be eligible to benefit under this insurance at the discretion of the Group; subject to the policy terms and conditions. The policy is in respect of accidental death, permanent disablement, or loss/total loss of the use of a limb or eye, which occurred at the workplace of the Bank.

### 6. **EMPLOYEE'S DUTIES**

- 6.1 The employee is required to abide by and adhere to the rules, regulations, procedures and processes

required by management which may be amended from time to time.

- 6.2 The employee shall:-
  - 6.2.1 exercise reasonable care and diligence when fulfilling his duties;
  - 6.2.2 ensure that his work shall at all times be of a standard commensurate with the instruction and requirements of the Bank;
  - 6.2.3 observe and adhere to the provisions of the Code of Ethics of the FirstRand Banking Group;
  - 6.2.4 the employee shall comply with all instructions given by management from time to time;
  - 6.2.5 devote all time and attention during working hours set out above, and such additional time and attention as the exigencies of the Bank's business may reasonably require, to duties under this contract;
  - 6.2.6 not to engage in activities which would detract from the proper performance of his designated duties, nor to be engaged in any other kind of business.
- 6.3 The employee acknowledges the Bank's Disciplinary Code and Procedure and Grievance Policy and Procedure as contained in Appendixes 2 and 3 of the Bank's Human Resources Manual, are applicable to the employment relationship and agrees to be bound thereby.
- 6.4 The employee shall provide a tax registration number to the employer within 30 days of the appointment. The application form is available at your nearest SARS Office or on the SARS website.

## **7. CONFIDENTIALITY**

- 7.1 The employee shall not use, directly or indirectly, for own benefit or that of any other person, and shall keep confidential and not disclose, any confidential information of the Bank or of the FirstRand Bank's holding, subsidiary or fellow subsidiary companies, other than to those persons connected with the companies who are required to have such information.
- 7.2 For the purpose of this clause, confidential information shall include, but not be confined to, the technical detail, techniques, methods of operating costs, names of customers and potential customers.
- 7.3 The employee shall ensure that all reasonable security measures are taken in order to safeguard all confidential information from access to and use by any third party.
- 7.4 The provisions of this clause shall survive the termination of this contract and endure without limit in point in time.

## **8. COPYRIGHT**

- 8.1 The employee acknowledges that the Bank shall, by operation of law, become the owner of the copyright in any work which is eligible for copyright and which is created or executed by the employee, whether alone or with others, in the course and scope of employment.
- 8.2 Insofar as it may be necessary, the employee cedes and assigns to the Bank the copyright of any work created or executed by the employee, whether alone or with others, in the course and scope of employment.
- 8.3 The employee undertakes not to exercise any residuary rights in respect of any work created or executed by the employee, whether alone or with others, in the course and scope of employment with the Bank.
- 8.4 All work created or executed by the employee and for which copyright exists shall, unless the employee establishes the contrary, be deemed to have been created or executed in the course and scope of employment with the Bank.

## **9. TERMINATION FOR MISCONDUCT OR ILLNESS**

- 9.1 Subject to fair procedures being adhered to in terms of the provisions of clause 6.3, this agreement may be terminated by the Bank summarily at any time and without any payment in lieu of notice if, at any time, the employee is guilty of any serious misconduct or commits a breach of a material obligation under this agreement, or is guilty of any act which at common law would entitle the Bank to summarily terminate this agreement. Likewise, this agreement may be terminated summarily by the employee at any time if the Bank commits a breach of a material obligation under this agreement or if it has been guilty of any act which would at common law entitle the employee to summarily terminate this agreement.

- 9.2 In the event that this contract is terminated as a result of dishonesty related misconduct on the part of the employee, the employee's name and certain details will be recorded on a central database REDS (Register of Employees Dishonesty System) which is administered by the Banking Council of South Africa. This database can be accessed by participating Banks as part of their recruitment/referencing process. A REDS enquiry may take place during or post termination of employment should the Bank deem it appropriate.
- 9.3 The Bank reserves the right to request the employee to undergo a medical examination at any time at the Bank's expense to assist in determining the employee's fitness to continue employment.

10. **INDULGENCES**

No indulgence granted by a party shall constitute a waiver of any of that party's rights under this agreement.

11. **ALTERATION OR AMENDMENT**

No alteration or amendment shall have any effect unless it is reduced to writing and signed by or on behalf of each of the parties hereto.

SIGNED AT \_\_\_\_\_ ON \_\_\_\_\_

AS WITNESS

1. \_\_\_\_\_  
FOR: FNB A DIVISION OF FIRSTRAND BANK LIMITED

SIGNED AT \_\_\_\_\_ ON \_\_\_\_\_

AS WITNESS

1. \_\_\_\_\_  
MR MPUMELELO HLONGWANE  
EMPLOYEE

ASSISTED BY ME \_\_\_\_\_ IN MY CAPACITY AS

\_\_\_\_\_ OF THE EMPLOYEE

AS WITNESS

1. \_\_\_\_\_  
DATE