

- The nature of the work must be of a limited duration or there must be some other justifiable reason for fixing the term of the contract
 - The fixed term contract must be in writing
 - The contract must specify the justifiable reason
- 9.10 The justifiable reasons for employing a temporary employee for a fixed term period of longer than three months, are the following:
- Replacing another employee who is temporarily absent from work
 - Engaged on account of a temporary increase in work volume, which is not expected to endure beyond 6 months
 - A student or recent graduate who is employed for the purpose of being trained or gaining work experience in order to enter a job or profession
 - Engaged to work exclusively on a genuine and specific project that has a limited or defined duration
 - A non-citizen who has been granted a temporary work permit
 - Engaged to perform seasonal work
 - Engaged in a position which is funded by an external source for a limited duration
 - The agreed retirement age has been reached in the respective establishments
 - Any other justifiable reason that have not been listed in the Labour Relations Act [as amended]
 - If a temporary employee be employed for three months or less, the justifiable reasons above do not apply
- 9.11 Temporary employees in the employ of establishments shall not be entitled to an annual bonus and provident membership for any period of employment during the period of operation of Part 1 of this Agreement.
- 9.12 Any re-employment of a temporary employee beyond six months shall be by agreement between the employer and employee at plant level.
- 9.13 Temporary employees employed beyond six months will be paid a pro-rata annual bonus of 3.60% during 2019 of the actual basic earnings for the months exceeding six months. With effect from coming into operation of this Agreement, the annual bonus will be paid as follows:
- 01 January 2020: 4.80% of actual basic earnings for the months exceeding six months
- 9.14 The following additional provisions are aimed at protecting temporary employees:
- Employees employed in a temporary capacity for a fixed period on contract for longer than three months **without a justifiable reason** in writing, may not be treated less favourably than someone employed on a permanent basis performing the same or similar work. This protection also extends to Part-time employees
 - Temporary employees on fixed term contracts must be given equal access to opportunities to apply for vacancies
 - Where temporary employees are employed on contracts exceeding 12 months, the employee shall be entitled to severance pay upon termination
 - Where an employer has failed to review a temporary contract where there was a reasonable expectation of such renewal or where the employer offered to renew it on less favourable terms, the Act will give rise to an unfair dismissal claim. The onus to prove the expectation remains on the employee
- 9.15 A temporary employee will have first preference to permanent vacancies based on length of service and appropriate skills criteria. Employers to implement a selection matrix to be used as a guideline when filling permanent vacancies.
- 9.16 Terminations of a temporary fixed term contract prior to the stated termination date, warrants justifiable reasons that can be verified.
- 9.17 Unfair dismissal disputes may include the following:
- Reinstatement of the employee
 - Re-employment of the employee
 - Order compensation up to 12 months' remuneration
 - Order compensation up to 24 months' remuneration if the dismissal is found to be automatically unfair