

Registration Form

Surname: _____

Per Code (for office use): _____

Initials: _____

ID/Passport No: _____

Full Names: _____

Country of Passport: _____

Known as: _____

Birth Date: _____

Residential Address: _____

Bank: _____

Account No: _____

Code: _____

Is this account your Own, a Joint or a 3rd Party account? _____

Postal Address: _____

Branch Code: _____

Code: _____

Income Tax No: _____

Tel No (cell): _____

Criminal Offences: _____

Tel No (alternative): _____

Must we phone you for overtime? _____

E-mail address: _____

Health: _____

Payment option: (mark with an x):

Qualification: _____

Daily: Not applicable for Life and Netcare Hospitals
(You will be paid on a Daily basis)

ICU Trained: _____

Weekly:
(You will be paid once a week)

ICU Exp/Vent: _____

2 Weekly:
(You will be paid every second week)

Permanently Employed: _____

Monthly:
(You will be paid every last Thursday of the month)

If yes, where: _____

SANC No: _____

Receipt No: _____

NB: Employee Next of Kin: _____ **(Name and Surname)**

(Contact Number) _____, _____ **(Relation)**

Signature: _____

Date: _____

Category (Mark with X)	Yes	No	Expiration Date
Hepatitis B			
BLS			
Indemnity (If yes see *)			

*Personal Indemnity Provider _____ Indemnity Number _____ Receipt
Number _____

Confirmation of Employment

Please sign applicable statement

- I confirm that I do not have permanent employment and that my remuneration should be taxed according the Tax Tables. I will work approximately _____ (number of shifts) shifts through Nursetec per month.
- I confirm that I do have permanent employment _____ and that according to law 25% Tax should be deducted from my remuneration

I declare that above information is correct and true in every respect and that I will inform Nursetec immediately if any of above information should change.

Work Experience/Reference - Where have you worked in the past?

Hospital: _____ Unit: _____ Contact person: _____ Tel: no _____
 Hospital: _____ Unit: _____ Contact person: _____ Tel: no _____

Work Preference – Where do you want to work?

Day duty: Hospitals: _____
 Night duty Units: _____

Please fax or e-mail a copy of the following documentation:

- **Certified** copy of ID
- **Latest** S.A.N.C. receipt
- Proof of qualification, for example Diploma, Certificate, etc.
- Proof of personal indemnity, for example DENOSA, HOSPERSA, etc.
- Proof of Hepatitis B Immunization
- Income Tax Number

Signature: _____

Date: _____

agreement to these statements:**Permanent Employment**

I hereby acknowledge, accept and understand that Nursetec does not have any obligation to provide me with permanent employment. The decision to appoint me permanently at a hospital solely rests with that hospital, based on my competencies and the need for temporary staff by the specific hospital

Conduct

I hereby agree that my actions and decisions will at all times reflect general good nursing practices and will endeavour to live up to the hospital's standards and rules. I further agree to promote the image of Nursetec and the hospital regardless whether Nursetec has booked me or not.

Dress Code

I agree to adhere to the prescribed professional dress code of Nursetec, in accordance with the Regulations of the South African Nursing Council. A copy of the dress code can be obtained at the Nursetec office*

Contract of employment

You must enter in a Contract of Employment with Nursetec before signing on

* **Nursetec office address:** Curator Building 1st Floor, C/o Nelson Mandela and Pretorius Street, Pretoria, 0001. The office is open weekdays 07h00 – 16h00.

Any false statement made will result in immediate dismissal of any candidate. I declare that above information is correct and true in every respect and that the agency may use and retain my information for placements and Employee and Company representation.

Signature: _____

Date: _____

Important Information

It is your responsibility to fax or e-mail a copy of your latest SANC receipt every year before 1 January.

Note: Nursetec has an agreement with all hospitals to fax attendance registers to us on a daily/weekly basis, before 10h00. Payments can be delayed if we do not receive attendance registers in time. **All payments will be paid electronically into your bank account.**

Criminal Check

With this I agree that Nursetec can conduct a Criminal Check on me as person. ID No _____

Don't hesitate to call/e-mail us for any information or queries at: **012 347 5421/2** during office hours (07h30 to 16h30) or personnel@nursetecsa.co.za (Head Office)

Signature: _____

Date: _____

DEPARTMENT OF LABOUR

DECLARATION BY EMPLOYEE
(Confidential)

PLEASE READ THIS FIRST

Purpose of this form

This form is used to obtain information from employees for the purpose of assisting employers with conducting an analysis on the workforce profile. Employers should use this form to ascertain which employees are from designated groups in terms of the Employment Equity Act, 55 of 1998.

Who fills in this form

Employees should fill in this form.

Instructions

Employers must ensure that the contents of this form remain confidential, and that it is only used to comply with the Employment Equity Act, 55 of 1998.

'People with disabilities' are defined in the Act as people who have long-term or recurring physical or mental impairments, which substantially limits their prospects of entering into, or advancement in employment.

Please note that people have the right to disclose or not to disclose their disability.

1. Name of employee: _____

2. Employee workplace No: _____
(This is the number that an employer/company/organization uses to identify an employee in the workplace.)

3. Please indicate to which categories you belong with an 'X' below:

Male	Female

African	Coloured	Indian	White

Foreign National	
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If you are not a citizen by birth, please indicate the date you acquired your citizenship:

Person with a disability	
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If yes, specify nature of disability:

4. I verify that the above information is true and correct.

Signed: _____
Employee

Date: _____

LIMITED DURATION CONTRACT/ FLEXTIME LETTER OF EMPLOYMENT

Title, First Name, Surname: _____

INTRODUCTION

1. This document serves to confirm your (Employee) flexi time appointment with Nursetec, (The Company).
2. We record that this letter regulates the terms and conditions of your employment in conjunction with the applicable labour laws.
3. The Company is a temporary employment service (TES). As such, it provides staff to its various clients in accordance with their specific requirements. Such requirements may include ad hoc placements or fixed term placements, including:
 - 3.1 An ad hoc placement is a placement with a specific client for a specific shift or a specified number of shifts only.
 - 3.2 A fixed term placement is a placement with a specified client for a specific period or purpose/project.
4. For fixed term placements, you may be required to sign an additional agreement which will specifically govern the terms and conditions of the fixed term placement. The terms and conditions of this agreement however will remain in force during the fixed term placement with the client.
5. In the event of an ad hoc placement, the terms of the placement, which include:
 - 5.1 The identity and address of the specific client requiring your services;
 - 5.2 The date and specific shift/s you are required to work;
 - 5.3 The ward or department that you will be working in if applicable;
 - 5.4 Specific requirements will be communicated to you by the client.
6. As the Company's business depends on the requirements of its clients, your position requires a great deal of flexibility.
7. In terms of this contract you acknowledge and accept that you may not be required to work on a daily, weekly or monthly basis, but only as dictated by client requirements. You will only render services and will only be entitled to payment, when called upon to render your services to the Company from time to time.
8. You acknowledge and accept that you will only be placed when called upon by the Company to render your services to a specific client from time to time.
9. You undertake to subject yourself to the requirements of the Company's business needs and the Company's requirements for absolute flexibility in respect of the rendering of your services.
10. You and the Company agree and recognise that the Company will not have the exclusive right to call upon your services for the duration of this agreement.
11. Notwithstanding the aforementioned you agree and accept that when you are called upon by the Company to render services in terms of this agreement, then in such event you will devote all time and effort to the needs and requirements of the specific client that you have been placed with.

LOCATION

12. From time to time you may be requested to report at the Office of the Company, which will be at one of the below addresses, determined according to the area where the employee works, or stays:
421 Pretorius Street, Curator building (1st Floor); Sunnyside; Pretoria; 130 Monument Road, Kempton Park; 20 Hartley Street, Klerksdorp; 191 Beyers Naude Drive, Rustenburg Square, Office 6A, Rustenburg; C/o of OR Tambo Rd & Beatty Ave, Emlahlani; 11 Pretorius Street, Piet Retief, Mpumalanga; 14 Church Road, Prische House, Suite 8, Westville; 132 Cape Road, Port – Elizabeth; C/o Alexandra & Park Road, Park Lane office park, Block B, 3rd Floor, Lobby 2, Pinelands; 48 St James Road, Southernwood, East London; Mayo Centre, Joseph Lister Street, Constantia Kloof
13. The majority of your duties will however be carried out at the premises of the Company's various clients.

HOURS OF WORK

14. Due to the nature of this agreement, you are not guaranteed any minimum number of working hours per day or per month during the course of your employment.
15. Whilst on assignment with a client, whether on a fixed placement or on an ad hoc basis, your hours of work will be determined by the client. You will however not be required to work additional shifts/hours which fall outside the placement you have accepted.
16. You agree to adhere to the working time arrangements (including the Clients clocking and shift system, meal and tea breaks) that are in place at the client's premises.
17. You agree that you may be called upon to work a compressed working week, i.e. to work in accordance with a shift system of up to 12 hours a day.

RESPONSIBILITIES AND DUTIES

18. You undertake to perform to the best of your abilities the duties, functions and responsibilities normally associated with your position.
19. Furthermore, you undertake to at all times:
 - 19.1 Adhere to the Company's Code of Conduct, a copy of which is available from the Office;
 - 19.2 Disclose to the Company all acts and omissions, which in the past may have constituted, or which may at any time constitute a breach by you or any other employee of its obligations to the Company arising from any cause;
 - 19.3 Act with integrity in all dealings and transactions relating to the business and interests of the Company;
 - 19.4 Use your best endeavours to protect and promote the business, reputation and goodwill of the Company;
 - 19.5 Submit to management, or any person nominated by management, such information and reports as may be required of you in connection with the performance of your duties in the business of the Company;
 - 19.6 Demonstrate loyalty, honesty and good faith to the Company in all dealings and transactions relating to its business.
20. Whilst on assignment with a client (whether an ad hoc or a fixed placement) you shall:
 - 20.1 Obey all reasonable instructions issued to you by a representative of either the Company or the client, and which fall within your scope of practice. Should you perform work outside your scope of practice, you do so at your own risk. Furthermore, such

conduct may be regarded as a material breach of this contract warranting further action which may lead to the termination of your contract.

20.2 Use the assets of the Client entrusted to you with the utmost care;

20.3 Ensure that you record the hours that you have worked in accordance with the systems in place at the Client. It is specifically recorded that it is your responsibility to ensure that a record is kept at the Client of the hours worked by yourself, and to submit to the Company a summary of all hours worked on a weekly basis.

20.4 Observe and obey all the safety and security rules of the Client and act with due care and diligence towards fellow employees or third parties with whom you have dealings, during the course and scope of your employment.

20.5 Consent to your person and/or possessions, including any vehicle, over which you exercise control, to be searched by any person appointed by the Client to do so, with regard to compliance with the law.

REMUNERATION

21. The Company's clients pay different hourly rates to the Company for work performed by the Company's employees. A schedule, containing the rates payable to you, specified with reference to your job description of the particular shifts, including rates for work on Sundays and public holidays, as well as night shift allowances, is kept by the Company at their offices. The rate schedule is also available from the Office.

22. You will be remunerated on an hourly basis, in accordance with the schedule.

23. It is specifically recorded that the Company or its clients, may choose to amend the rates as contained on the schedule from time to time. It is your responsibility, prior to accepting a placement with any client to familiarise yourself with the rates schedule. Once you have accepted a placement, it is deemed that you specifically agree to the rate specified in the rate schedule as amended from time to time.

24. Payment of your remuneration will be made on a daily/weekly/monthly basis by electronic transfer into an account designated by yourself. Daily payments for certain hospitals are not allowed.

25. Payment of your remuneration is subject to approval by the client of the number of hours worked at the client in question.

26. No advances in remuneration will be made by the Company.

27. You are to collect your payslip at the end of the week/month at the Company's offices. At your request, same will be e-mailed or faxed to you, as designated by yourself.

28. You will not be reimbursed for any travelling to and from the Company or client's premises, or for any travelling whatsoever. All transport costs are your responsibility.

DEDUCTIONS

29. You agree and accept that the Company may make any deductions that the Company is obliged to make by operation of law, including PAYE and UIF, from your remuneration:

30. You agree and accept that the Company may further deduct from your remuneration all amounts borrowed from the Company by you, or advances provided to you by the Company.

CANCELATION FEES

31. The following will be applicable if the staff member cancel their scheduled shift, for any reason whatsoever:

31.1 A scheduled shift must be cancelled by the employee, via the agency, four hours before the commencement of the shift

32. If you fail to notify Nursetec of the cancellation, in time, the Hospital may insist on a four hour cancellation fee

32.1 Nursetec will recoup this cancellation fee from your next payment

ANNUAL LEAVE

33. You are entitled to annual leave of one hour for every 17 hours for which you have worked and/or are entitled to be paid. Your normal hourly rate will then be 5.88% less. This amount will then be accumulated for leave

33.1 Your leave days will be remunerated at the same rate for hours worked at the time.

33.2 You may accumulate leave.

33.3 Leave must at all times be taken at a time convenient to the Client.

SICK LEAVE

34. You are entitled to one hour of sick paid leave for every 26 hours worked in accordance with the variation issued by the Department of Labour.

34.1 You will only be entitled to sick leave for a particular day, if you can prove to the Company that you were booked to work on a specific day and were incapacitated due to illness. Such proof will include that you submit an original sick certificate from a registered medical practitioner, a written consent from the client and a copy of the allocation book from the client that proves you were booked and scheduled to work through Nursetec at the specific client

34.2 If you are absent from work you are required to produce a medical certificate in order to qualify for paid sick leave.

34.3 Payment of sick leave shall be calculated at the applicable rate at the time at a specific client average rate for the preceding thirteen weeks.

FAMILY RESPONSIBILITY LEAVE

35.1 You are entitled to three days paid family responsibility leave per year, after four months of continuous employment with the Company.

35.2 You will only be entitled to family responsibility leave for a particular day, if you can prove to the Company that you were indeed booked to work on that day. Such proof will include a written consent from the client and a copy of the allocation book from the client that proves you were booked and scheduled to work for the Company at the specific client.

35.3 Family responsibility leave may only be taken in the following circumstances:

35.3.1 When your child is sick;

35.3.2 In the event of the death of:

35.3.3.1 Your spouse or life partner;

35.3.3.2 Parent, adoptive parent, grandparent, child, adoptive child, grandchild or sibling.

35.4 The Company will require you to provide proof of the circumstances necessitating your family responsibility leave.

MATERNITY LEAVE (IF APPLICABLE)

36.1 You shall be entitled to four consecutive months of maternity leave, commencing from four weeks prior to the expected date of birth or such other date as a medical practitioner or midwife may deem necessary.

36.2 You are obliged to notify the Company in writing at least four weeks before you intend to commence maternity leave and four weeks before your return to work from maternity leave.

36.3 Your absence will be treated as unauthorised and may result in the termination of your services should you, without a valid reason, fail to return to work on the return date agreed with the Company.

36.4 Maternity leave will be unpaid leave. You will however be entitled to the appropriate UIF benefits.

PATERNITY LEAVE (IF APPLICABLE)

37.1 A parent is allowed ten days paternity leave, per leave cycle, when a child is born. An adoptive parent will also be granted ten days paternity leave from the date the adoption order is granted, or when a child is placed in the care of prospective adoptive parents, by the competent court, pending finalisation of the adoption of that child – whichever comes first.

37.2 An Employee is obligated to notify the Employer of intended parental leave, at least a month prior to the start of parental leave, when reasonably predictable. Such notification should be done in writing.

37.3 Parental leave will only be granted/finalised, when the Employer is furnished with proof, in the form of, birth certificate, Court certified documents, and, or, finalised adoption papers.

37.4 Although the Employer will not pay an Employee during parental leave, Employees are urged to apply for paternity benefits, through the Unemployment Insurance Fund at Department of Labour – Nursetec Office can be contacted to complete relevant documentation, to start such an application.

37.5 Paternity Leave will not be granted concurrently with Maternity Leave.

RETIREMENT AGE

38. Your employment will terminate on the grounds of retirement at the end of the month in which you reach 65 years of age.

39. Your normal retirement age may be extended if such an agreement is reached by the Company, yourself and the Client.

PROFESSIONAL INDEMNITY COVER

40. It is a condition of your employment that you keep and maintain, at all times during your employment and to the satisfaction of the Company, an insurance policy insuring yourself against professional liability.

41. You are to furnish the Company, upon your appointment and thereafter on an annual basis, with proof that you are maintaining the professional liability insurance cover. If you are unable to supply the Company with the required proof, it will form a basis for the summary termination of this agreement.

42. It is specifically recorded that you cannot be selected for any assignments until such a time that you have satisfied the Company that you have complied with paragraph 40 of this contract.

43. It is not the responsibility of the Company to supply you with an insurance policy.

INJURIES ON DUTY AND EXPOSURE INCIDENTS

44. If an injury occurs, whilst on duty for Nursetec, and is related to occupational requirements, the company will be responsible for the following:

44.1.1 Reporting it to the Department of Labour, where after any costs, can be charged to the Compensation Commissioner

44.1.2 If the Compensation Commissioner does not recognise it as a valid injury, the employee becomes liable, and any cost accrued will be charged to the employees name

45. In the event of a Needle Stick/Exposure Incident, the company will be responsible for the following:

45.1 Payment of the first consult where blood will be drawn, to test for infection;

45.1.1. In addition to a starter pack for up to 28 days

45.1.2. Reporting the incident to the Department of Labour

46. In Regards to Injuries and Exposure, the employee is responsible for the following:

46.1. Informing the Agency immediately

46.2. Following up test results and making sure the progress reports reach Nursetec

47. With any incident that occurs whilst on duty for Nursetec, the relevant documentation must reach Nursetec in five days, from date that it occurred.

47.1 The employee is responsible to follow up on the matter, because if not reported on time, Nursetec will take no responsibility for any costs accrued, and will request that it be billed to the employees' name, due to late reporting.

47.2. In the event of Exposure the employee is responsible to enquire on what tests may be done, upon first blood drawn, for which Nursetec will pay. The employee will be liable for the payment of any additional tests.

REGISTRATION AT THE SOUTH AFRICAN NURSING COUNCIL

48. You are to ensure at all times that you are registered or enrolled as a nursing practitioner with the South African Nursing Council, and proof of registration or enrolment must be supplied to the Company on an annual basis on or prior to 1 January of each year. Failure to comply with this duty will be regarded as a material breach of this contract, warranting the termination thereof.

49. It is specifically recorded that should you commit any act of negligence or misconduct in your capacity as a nursing practitioner, the Company may refer the matter to the Nursing Council.

GUARANTEE OF COMPETENCY

50. You guarantee that you are competent to carry out the services associated with your position and that you are properly qualified to occupy the position as envisaged herein.

51. Any material misrepresentation in this regard may lead to the termination of this contract.

CONTINUOUS PROFESSIONAL DEVELOPMENT (CPD)

52. It is a condition of your employment that you keep and maintain, at all times during your employment and to the satisfaction of the Company, proof of CPD points as stipulated by SANC.

53. You are to furnish the Company, upon your appointment and thereafter on an annual basis, with proof that you are maintaining your CPD points. If you are unable to supply the Company with the required proof, it will form a basis for the summary termination of this agreement.

54. Obtaining CPD points and attending relevant CPD workshops is on your own time and on your own cost.

TERMINATION

55. Your employment with the Company may be terminated with substantive grounds, subject to the following notice periods:

55.1 During the first six months of employment with the Company, on one week's written notice;

55.2 After the first six months of employment, on two weeks written notice;

55.3 After the first year of employment with the Company on one calendar months' notice in writing.

56. Notice of termination of employment may not be given during any period of leave, inclusive of sick leave.

57. Should you become incapacitated or incapable of performing your duties as envisaged in this agreement by reason of physical or mental incapacity, the Company will follow the applicable incapacity process to review this contract of employment.

58. The Company may consider termination of your employment summarily, following a disciplinary hearing, at any time if:

58.1 You are guilty of serious misconduct;

58.2 You commit a breach of a material obligation under this agreement;

58.3 You committed an act which would in common law entitle the Company to summarily terminate the agreement.

59. You may summarily terminate the contract if:

59.1 The Company commits a breach of a material obligation under this agreement; or

59.2 The Company has committed any act which would in common law entitle you to summarily terminate this agreement.

60. Upon termination of your services for any reasons whatsoever, you shall deliver to the Company and/or the Client on the date of termination of your employment all assets, records, documents, access cards and any item within your possession or control relating to the affairs and business of the Company and the Client, whether or not they were originally supplied by the Company or the Client. Furthermore, all property of the Company or the Client in your custody during your employment with the Company, or placement with any Client, including all books, tapes, written and or typed records, documents, accounts, notes, memoranda and paper of every description which relates to the business of the Company and/or the Client is and shall remain the property of the Company and/or the Client and may not be removed during or upon termination of your employment except with the express approval of the Company and/or the Client.

CONFIDENTIAL NATURE OF THE WORK

61. You will not at any time, either during your employment or after the termination, without the prior express written consent of the Company, the Client and the patient, divulge, reveal, publish or otherwise communicate to any person, firm or company (other than to an officer or employee of the Company who should know) any information about the Company or its clients and its patients, nor about the markets in which they operate, nor about their products to anyone not authorised to know, unless you have specific permission from the Company, the Client and the patient to do so.

62. You will respect the confidentiality of such information and will use your best endeavours to prevent the disclosure or publication (other than as aforesaid) of any of the writings made by you relative to the business of the Company and/or controlling subsidiary or associated companies.

63. You will also adhere to the Confidentiality Policy of the Company, which is available in the Office.

GENERAL

64. On joining the Company, all employees are expected to familiarise themselves with the policies and procedures of the Company. It is the employee's responsibility to ensure that they understand new policies and procedures. The Company has compiled a comprehensive manual which contains a large number of policies which are applicable to you. A copy of the manual may be obtained from the Office.

65. This agreement read together with any fixed placement agreement the parties may enter into constitute the entire agreement between you and the Company with regard to your employment relationship with the Company and replaces all other agreements and understandings.

66. No indulgence or condemnation by the Company of any breach of the any terms of the contract by you shall constitute a waiver of any of the Company's rights in terms of this agreement. No amendment of this contract shall be valid unless reduced to writing and signed by both you and the Company.

67. All employees are obliged to inform the Company should they suffer from any pre-existing medical condition that may influence their service with the company or pose a risk to patients and/or fellow-employees, before accepting these conditions of employment. Should the employee fail to inform the Company regarding such medical condition, the company cannot be held liable to accommodate the employee and the Company may follow further processes which may influence the continuation of the employment relationship. Medical conditions may include, but are not limited to:

68.1 Serious psychological disorders

68.2 Orthopaedic surgeries or back problems

68.3 Coronary or heart disease

68.4 Respiratory problems or tuberculosis

68.5 Epilepsy

68.6 Allergies

68.7 Insulin dependency

68.8 Any WCA claims in the preceding 12 months

CONCLUSION

69. Kindly indicate your formal acceptance of this appointment by signing the copy of this letter in the space provided. The signed copy is for record purposes and will be placed in your personnel file. I would like to take this opportunity of welcoming you and wishing you a long and successful career with the Company.

Yours sincerely,

Nursetec representative

ACCEPTANCE OF THE OFFER OF EMPLOYMENT

I hereby give Nursetec permission to retain, use, process and release my personal information if legally required to do so, or in the case of representation, of either the Company or the Employee. The Company may also retain or release my Personal Information when in line with the Companies ethical code(s), policies and procedures, implemented in respect of the Protection of Personal Information Act. 4 of 2013 (POPI), as well as the Promotion of Access to Information Act 2 of 2000 (PAIA). I acknowledge that before mentioned Policies, and, or Procedures are available on the Company website, as well as Regional Offices, for inspection.

I understand my right to have my privacy protected, and that the Company will not abuse, or unlawfully release my Personal information. I also undertake to keep the employer updated, should there be any changes.

I hereby confirm that I have received a copy of this letter and that the contents thereof have been explained to me. I furthermore confirm and understand and accept the terms and conditions contained herein.

Signature: _____ ID: _____

Name: _____

Date: _____

Witness: _____

Disclaimer: If you gained access to this document, and you are not privileged to the information, please destroy it. Should you use or distribute it, you will be held accountable according to Company policy and legislation