

THE ZIMBABWE PUBLIC SERVICE

FIXED TERM CONTRACT

(Deputy Director, Director and Equivalent Grade)

Made and entered into by and between..... in his/her capacity as **Secretary to the Public Service Commission** and as such, representing the Government(herein referred to as the Government).

AND

Mr/Mrs/Dr/Ms/Miss/Sr.....

E.C. No/ID No.....

OF

(Address).....
.....
.....

The Zimbabwe Public service Commission is pleased to offer you employment as abased at In the Ministry

However, you may be transferred to another station or Ministry/department within the Public Service by **the Public Service Commission** at any time depending on circumstances. The job description for this post is attached as **ANNEXURE A**. The post is in grade.....

The term of employment will be on a fixed term period with the following conditions;

1. Requirements on Appointment

This appointment is subject to production of the following documents before assumption of duty:

- 1.1 Original and certified copy of birth certificate
- 1.2 Original and certified copy of educational certificates and professional qualifications
- 1.3 Original and certified copy of national registration certificate
- 1.4 Original medical examination report certified by a medical doctor
- 1.5 Original successful Security Vetting certificate
- 1.6 Detailed Curriculum Vitae

2. Duration

The contract of employment shall be for the period fromto.....The contract shall only be renewed by the Public Service Commission and as such any request for renewal shall be submitted through the Head of Ministry at least three

months prior to the date of expiry. Upon expiry the employment contract, any service rendered without the Commission's authority shall not be paid for.

3. Working Hours

Work start at and ends at from Monday to Friday. You may however required to work outside these normal working hours during the week. You may also be called to work during weekends and Public Holidays.

4. Salary and Allowances

Your basic salary shall be per annum paid monthly in arrear and will be subject to any general reviews awarded to Public Servants during the course of the contract. You shall be paid a Housing Allowance of..... and a Representation Allowance of..... These allowances are payable monthly in arrears and are subject to any general reviews awarded to other members of the public service.

5. Other Terms and Conditions of Service

i. Pension Contributions

You **shall not** be eligible to contribute towards pension in terms of the Public Service (Pension) Regulations, 1992, as amended.

ii. Vacation Leave

You shall accrue vacation leave at the rate ofof your qualifying service. Qualifying service, in this case means the period of the member in any year less any period exceeding a continuous period of thirty days sick leave. Maximum accrual of vacation leave shall be.....days. On termination of this contract, you shall paid the cash equivalent of any vacation leave accrued but not taken.

iii. Annual Leave

You shall be eligible for the grant ofdays annual leave.

iv. Sick Leave

A maximum of thirty (30) sick leave days may be granted to you during the term of contract. The granting of sick leave shall be subject to production of a medical certificate from a registered medical practitioner.

v. Maternity Leave

In the event you fall pregnant during this term of contract, you shall be granted ninety days leave without pay for maternity purposes.

vi. Government Loans

You **shall not** participate in Public Service initiated loans such as Housing or Vehicle Loan Schemes.

vii. Medical Aid

You may be allowed to join the medical insurance scheme to which the Public Service subscribes. Only your spouse and up to three (3) children under the age of eighteen (18) may be allowed to join the medical insurance scheme.

viii. Death or Injury on Duty

In the event of death or injury whilst executing your duty, you shall be compensated in terms of the Public Service (Disability Benefits) Act (Chapter 16:05).

ix. Special Leave

You shall be entitled todays special leave on full pay during the term of this contract.

x. Discipline

You shall be governed by the Public Service Regulations 2000, as amended. The Public Service Commission expects you to display a high level of integrity in the discharge of your duties. Any commissions and omissions will result in disciplinary action being instituted against you in terms of the relevant disciplinary procedures as outlined in the Public Service Regulations, 2000 as amended.

xi. General Terms

- a) You shall carry out assigned duties with diligence and attention. Your performance shall be reviewed quarterly in line with the existing Human Capital Performance Management (RBM) system.
- b) You must abstain from all activities, remunerative or not, that might be incompatible with the performance of your duties or might be detrimental to the interest of the Public Service. During the term of this contract you shall place the whole of your time at the disposal of the Public Service.
- c) Save for sickness or accident, you shall not absent yourself from duty without prior permission from your Head of Office. Any unauthorised absence from duty shall entail the application of disciplinary measures.

6. Termination of Contract

This contracted may be terminated by;

- a) The giving of thirty days notice in writing by either party. In the event that either party wishes to have the contract terminated earlier, the party effecting the termination of the contract shall be obliged to pay an equivalent of the employee's one month salary plus allowances unless otherwise mutually agreed.
- b) *If immediate termination of this contract is in the interest of the Public Service so as to enhance service delivery, you shall not be required to report for duty during the notice period but shall be paid cash in lieu of notice equivalent to one month's salary.*
- c) Discharge on grounds of misconduct in terms of the Public Service Regulations, 2000 as amended.
- d) If you are incapacitated and this condition is certified by a medical doctor, the required period of notice in 6 (a) above shall be waived.
- e) You may be dismissed from the service in the event that any of the following have been established;
 - i. You were appointed on the strength of forged documents
 - ii. You have a criminal record
 - iii. You have failed to perform the duties of your post
 - iv. You absent yourself from duty without prior authority or you fail to resume duty after authorised absence without justifiable cause.

7. Government Housing

If you occupy a house provided by the Government you shall be required to pay rent, light and water charges in accordance with the prevailing Government rates. At the expiry of this contract, you shall vacate Government accommodation on the date of termination of this contract.

8. Law Applicable

The construction, interpretation validity and performance of this contract shall be governed in all respects by the laws of Zimbabwe and for this purpose the parties hereby submit themselves to the jurisdiction of the courts of law of Zimbabwe.

Signed and Agreed to

at.....this.....

Day of.....Signature.....

Member

As Witness

1.....

2.....

Signed and Agreed to

at.....this.....

Day of..... Signature.....

Secretary, Public Service Commission

As Witness

1.....

2.....