

## Types of Employment.

### Monthly contracts of employment.

- Referred as “permanent employment” by employers and unions.
- The contract of a permanent employee is automatically renewed at the end of every month until he or she reaches the age of retirement.
- Permanent employees have job security (can't terminate without a valid reason) and social security.
- Compensation for termination.
- Compensation for accidents
- EPF/ETF/Gratuity

### Fixed term contracts.

- Employed for a fixed term.
- No guarantee for the renewal of the contract.
- In a fixed term contract, the **contract will come to an end automatically at the end of the fixed term period.** It means there is no termination of services by his employer.
- Therefore workman who has been employment under the fixed term contract cannot file an application in a labor tribunal for relief against termination of his services. **(IDA SEC 31, 1.a )**

### Probationers.

- Probationary period is a **trial period** for the workman who has been recruited as a new workman with the workplace.
- During the probation period the employer will assess; aptitudes, attitudes, abilities, characteristics, interests etc. of the workman.
- A probationer stands on no different footing to other employees who are on monthly contracts of employment; the only difference is being the period of probation.
- At the end of the probation period the employer has options,
  1. Confirmation of service ( If the employer is satisfied)
  2. If the employer is not satisfied termination of services.
  3. If the employer is not satisfied extension of probationary period.
- At the end of the probationary period there is **no automatic confirmation in services**, until the probationary gesture letter of confirmation, he will be treated as probationer.
- A probationer can go to a labor tribunal and file an application for termination of his services if the probationer could establish **MALAFIDES TERMINATION OR VICTIMIZATION.**

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### Casual Employment.

- The casual employee has no permanent place or office and he is employed in a daily basis for some special work and does not fall into the regular work.
- There is no clear cut test to determine whether an employee is a casual employee or not.
- The following should be considered to decide whether the person is a permanent workman or casual workman.
  - I. Nature of the employment.
  - II. Period of employment
  - III. Regular or irregular employment
  - IV. Mode of payment.

### Temporary Employment.

- Temporary employee is employed for regular or a normal job which is a part and parcel of the employer's business but for SHORT PERIOD to fill a gap temporarily.
- Employment is determined by two factors.
  - I. Nature of employment
  - II. Period of service
- Employee's status must be clearly stated on the contract.
- Temporary employee is like a regular employee on an expressed contract and his period of employment **limited by time or by job.**

### Seasonal Contracts of Employment.

- Employer engages employee during a particular season.( ex- Tourist season)
- Employees do not have an automatic right to re-employment.

### Apprentice and Training.

- An apprentice cannot be considered as a workman or an employee. Thus there is no contract of service between an employer and employee.
- An apprentice serves his master; learn from the trade, without the intention to earn money.
- The legal framework is recognized in three forms.
- Decisions of wages board, employed under employment of trainees (private sectors) Law No 08 of 1978, Apprentices under National Apprenticeship Act NO 49 of 1971.
- They are covered by WCO, FO and EPFA not by SOEA, IDA, WBO, TUO or TEWA.

