Application Form
(for part-time work for agency staff (Part A)

PO Box 781921 Sandton 2146 Tel: 011-728-0183 Fax: 086-660-8009 Email: admin@legendmedical.co.za

FOR OFFICE USE ONLY	Date Registered	Date Captured
Computer Number	D D - M M - Y Y Y Y	D D - M M - Y Y Y Y

NOTICE – Legend Medical Solutions requires certain personal information to process any update requests or employment applications. The Applicant hereby provides his/her personal information willingly and without any duress to Legend Medical Solutions, to process any update request or employment application on behalf of the Applicant. Any personal information will solely be used for the purpose as set out in this application form.

Enrolment: This form is comprised of Part A and Part B:

Part A: **Application Form** (to be completed in CAPITAL LETTERS, signed and dated) and

Part B: **Contract of Employment** (to be read and agreed to by signing the contract).

When completed, please return both Part A and Part B of the form together with certified copies of the following documents to Legend Medical Solutions using the above e-mail address or fax number:

- ☐ A certified copy of your identity document
- ☐ A certified copy of your qualification certificates
- ☐ A certified copy of your current BLS Certificate
- ☐ A certified copy of your Hepatitis B vaccines
- ☐ A certified copy of your Covid 19 vaccination card
- ☐ A certified copy of your current registration with your professional body (SANC / HPCSA)
- ☐ Confirmation of Banking details

Legend Medical Solutions will register you as an employee and will issue you with a computer number ONLY IF THIS FORM IS COMPLETED IN FULL AND ALL REQUIREMENTS ARE MET. Legend Medical Solutions' preferred mode of communication with you is telephonic. It is important to keep Legend Medical Solutions informed of any changes to your telephone number/s and/or any other important details that change.

1. PERSONAL INFORMATION

Surname:		Maiden Name:	Surname before marriage
First Name:		Other Names:	
Identity Number:	SA citizens ONLY	Date of Birth:	
Passport Number:	Non SA citizens ONLY	Passport Nationality:	Non SA citizens ONLY
Telephone (home):		Telephone (work):	
Telephone (cell):		E-mail:	
Next of Kin			
Name:		Relationship:	
Telephone (home):		Telephone (cell):	
(Required for statistical purposes by SETA)			
Gender:	☐ Male ☐ Female	Ethnic Group:	☐ African ☐ Coloured ☐ Indian ☐ White
Residential Address:		Postal Address:	
	Postal Code		Postal Code
Do you have a professional driving permit (PDP)? (PARAMEDICS ONLY)			☐ YES ☐ NO
Which hospital do you prefer to work at?	First choice:		Second choice:

2. CURRENT EMPLOYMENT INFORMATION

Do you receive income from a source other than Legend Medical Solutions? ☐ NO ☐ YES (If YES, please provide details below)

Hospital / Institution:			☐ Full Time ☐ Part Time
What position do you hold?		Section Employed:	
Who do you report to?		Work Tel Number:	

3. PROFESSIONAL INFORMATION

Professional registering authority (tick applicable box)		☐ SANC ☐ HPCSA	
SANC Reference No.:		SANC Receipt No.:	
HPCSA Registration No.:		HPCSA Receipt No:	
Community Service Completed:	☐ YES ☐ NO	If NO, please indicate completion date	

LEGEND MEDICAL SOLUTIONS

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Indemnity – PLEASE TAKE CAREFUL NOTE
It is a condition of employment by Legend Medical Solutions that indemnity cover will be effected on behalf of all Assignees by Legend Medical Solutions through the Service Provider appointed by Legend Medical Solutions. The cost of the cover will be borne by the Assignee. Your signature on this application form and contract indicates agreement to this condition.

Are you aware of any indemnity claim ever brought against you?	☐ YES ☐ NO	If yes, please provide details:
Do you have work experience in a Private Hospital?:	☐ YES ☐ NO	If yes, which hospital/s?:

Qualifications / Training		**Institution**
Professional Nurse	☐	
Midwife	☐	
Staff Nurse	☐	
Auxiliary Nurse	☐	
Auxiliary Midwife	☐	
Paramedic – Advanced Life Support	☐	
Paramedic – Intermediate Life Support	☐	
Paramedic – Basic Life Support	☐	
Other: _____	☐	
Care Worker	☐	
Ward Hostess	☐	

Experience - General

☐ Community Nursing	☐ Gynaecology	☐ Infection Control	☐ Medical	☐ Neonatal
☐ Neurology	☐ Occupational Health	☐ Oncology	☐ Ophthalmology	☐ Orthopaedic
☐ Paediatric	☐ Primary Health Care	☐ Psychiatry	☐ Rehab. -Neuro	☐ Rehab. -Psychiatric
☐ Rehab. -Spinal	☐ Renal	☐ Surgical	☐ Urology	

High Care / Acute Care

☐ Adult

Specialised Care

☐ Cardio-Thoracic	☐ Coronary Care Unit	☐ General	☐ ICU experienced no vent	☐ ICU experienced – vent
☐ ICU trained	☐ Medical	☐ Neonatal	☐ Neurology	☐ Paediatric
☐ Surgical	☐ Trauma			

Maternity

☐ Antenatal	☐ Labour Ward	☐ Nursery	☐ Postnatal

Other HPCSA

☐ Biokineticist	☐ Cardiac Technologist	☐ Dentist	☐ Dietician	☐ Medical Practitioner
☐ Occupat. Therapist	☐ Oral Hygienist	☐ Pharmacist	☐ Physiotherapist	☐ Podiatrist
☐ Radiographer	☐ Radiologist	☐ Renal Technologist	☐ Theatre Technician	☐ Veterinary Surgeon

Other – Non-Registrable

☐ Admin. Officer	☐ Call Centre Operator	☐ Clerk	☐ Dental Assistant	☐ Pharmacy Assistant
☐ Porter	☐ Receptionist	☐ Switchboard Operator	☐ Training	

Pre-Hospital / Accident & Emergency

☐ Casualty / Trauma trained ☐ Casualty / Trauma experienced ☐ Paramedic

Theatre

☐ Theatre trained	☐ Theatre experienced	☐ Floor	☐ Recovery	☐ Scrub
☐ Anaesthetic	☐ Central Sterilisation Services Department			

Employment History (Where you previously worked, not including your practicals during training)

Name of Employer	Section	Qualification	Period Employed (From – To)	Reason For Leaving

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4. FINANCIAL INFORMATION

Name of Bank:		Branch Name:	
Name of Account Holder:			
☐ Own Account ☐ Joint Account ☐ Third Party's Account		Account Number:	
Branch Code:		Type of Account:	☐ Cheque ☐ Savings ☐ Transmission
Please indicate your payment frequency requirement.			☐ Monthly ☐ Weekly

Weekly payments are made on a Saturday. Monthly payments are made on the last Saturday of each month. If a pay cycle is affected by a Public holiday, the pay day will be brought forward to avoid the Public holiday interruption. Payments are made by electronic funds transfer only and only in special circumstances will payments be advanced however an administration charge will be levied for this service. **Pay slips are available on the LMS Mobi Site (http://mobi.legendmedical.co.za) for an assignee to view, download or e-mail.**

The South African Revenue Services requires that all earners are to be registered for tax purposes, whether or not such earnings are at a level to incur taxation. Please therefore provide your income tax reference number:

☐☐☐☐☐☐☐☐☐☐

If Legend Medical Solutions is your only employer, tax will be deducted from your earnings in accordance with the IRP 10 tax tables. If you have any other employment and receive income from another source (other than Legend Medical Solutions), tax will be deducted at a flat rate of 25%. **PLEASE NOTE THAT IT IS YOUR RESPONSIBILITY TO KEEP LEGEND MEDICAL SOLUTIONS UPDATED OF YOUR EMPLOYMENT STATUS TO ENSURE THAT YOUR EARNINGS ARE TAXED CORRECTLY.**

5. GENERAL

Basic Conditions of Employment

Legend Medical Solutions will endeavour to place you on temporary assignments with its clients as and when suitable assignments become available. Legend Medical Solutions does not guarantee assignments available. Assignments are on an hourly basis and there is no guarantee to the continuous nature of any assignment. Rates may vary from client to client and are deemed to be agreed upon prior to the acceptance of any assignment. Where a Ministerial Determination in respect of leave pay is granted by the Department of Labour, rates are inclusive of an allowance which covers annual leave, as determined by the Basic Conditions of Employment Act as amended from time to time.

I, _____, hereby authorize Legend Medical Solutions to retain 5.88% of my earnings as leave monies that I will receive when I take official leave from the company. ☐

OR

I, _____, hereby authorize Legend Medical Solutions to pay the 5.88% leave monies out to me with each payment that I receive from the company. ☐

Unemployment Fund (UIF) Deductions

In terms of the current legislation, Legend Medical Solutions is required to register all employees with the Unemployment Fund Commissioner. You will be entitled to claim unemployment benefits according to the terms and conditions of the existing Department of Labour legislation. The legislated contribution amount is 2% of your gross income. 1% is payable by the employee and 1% by the employer subject to certain maxima as may be determined from time to time.

Compensation For Occupational Injuries & Diseases

You are covered under the Compensation for Occupational Injuries and Diseases Act (COID) while working for Legend Medical Solutions.

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Sexual Offences

Have you ever been convicted of any sexual offence? In the event that you are convicted of any sexual offence in the future, you are required to inform Legend Medical Solutions for purposes of client and patient protection in terms of the law.	☐ YES ☐ NO	If yes, please provide details:

Hepatitis Injection

Have you had a hepatitis injection?	☐ YES ☐ NO	If yes, please provide the date:_____ If NO, you are required to have a hepatitis injection. This can be done at most pharmacies.

Covid 19 Vaccination

Have you had the Covid 19 Vaccination?	☐ YES ☐ NO	If yes, please provide a copy of your vaccination card. If NO, kindly note that this is currently a requirement of the Hospitals, where our assignees are placed.

6. DECLARATION

a. Legend Medical Solutions may verify all information submitted to their offices.
b. All applicants will be evaluated.
c. Applicants must complete the applicable "Orientation Training" before commencing work.
d. Continuous evaluation and theoretical and practical competence evaluations may be conducted.
e. By signing this Application form, I consent to Legend Medical Solutions' possession of my personal information, and acknowledge and confirm that I have given my personal information willingly and without any duress.
f. I understand that it is my responsibility to keep Legend Medical Solutions updated of my Employment Status to ensure that my earnings are taxed correctly.
g. I understand that there will be no expectation on my part of renewal of employment and/or indefinite or permanent employment with either Legend Medical Solutions or the client.

I declare that this personal statement is complete, truthful and binding on my conscience. If any of the above information should change, I undertake to inform Legend Medical Solutions immediately in writing.

Signed at (place) _____ this ____ day of _____ month _____year.

_____
Signature of Applicant

Contract of Employment
(for part-time work for agency staff (Part B)

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Legend Medical Solutions

Limited duration contract of employment (hereinafter referred to as LDC)

Entered into between:

Employee name and surname: _____

(hereinafter referred to as the EMPLOYEE)

Identity / passport number: _____

and

Legend Medical Solutions
(hereinafter referred to as the EMPLOYER)

1. Introduction

a. The EMPLOYER will seek to provide part time or temporary employment as set out in this LDC.
b. The EMPLOYEE accepts and understands that the EMPLOYER will seek to secure employment for the EMPLOYEE, taking into account any specific requests as communicated by the EMPLOYEE to the EMPLOYER from time to time however the EMPLOYEE understands that any employment offered by the EMPLOYER by way of assignment is dependent on the variable and/or temporary business requirements of the EMPLOYER'S clients. There will therefore be no expectation on the part of the EMPLOYEE unless expressly indicated to the contrary in writing by the EMPLOYER of renewal of employment and/or indefinite or permanent employment with either the EMPLOYER or the client.
c. The EMPLOYEE accepts that the EMPLOYER is not always in a position to promise, with any degree of certainty, the duration and extent of employment.
d. The EMPLOYEE will not be entitled to participate in the funds, benefits and other conditions applicable to permanent employee of the EMPLOYER.
e. The EMPLOYEE understands that they have committed to an assignment secured by the EMPLOYER. The EMPLOYEE is therefore not allowed to reintroduce themselves onto the same assignment in a private capacity or through another temporary employment service for a period of six months. The EMPLOYEE therefore has to give notice in writing to the EMPLOYER should they wish to terminate either an assignment or their employment with the EMPLOYER.
f. The EMPLOYEE agrees to submit to the conditions of any agreement that the EMPLOYER is party to in respect of the rendering of service to a client.

2. Appointment

a. The EMPLOYEE accepts that he/she shall comply with any position and/or requirements that may be reasonably required from time to time. The EMPLOYEE accepts that he/she is not permitted to work outside of his/her scope of practice and in such event the EMPLOYEE does so at his/her own risk and such conduct will be regarded as material breach of contract warranting termination of this contract of employment.
b. The EMPLOYEE shall report to the designated representative of the EMPLOYER.
c. The EMPLOYEE agrees that payment of remuneration will be at the rate agreed to between the client and the EMPLOYER and will be paid either weekly or monthly in terms of the EMPLOYER work policy and proof of the time worked by an EMPLOYEE will be provided to the EMPLOYER in accordance with the agreement in place between the EMPLOYER and the client. The EMPLOYEE further agrees to work on a part-time and/or temporary basis and will be paid for productive hours with exception to the cancellation of work conditions in terms of the EMPLOYER'S work policy.
d. The EMPLOYEE agrees to work compressed working weeks as per the provisions of the Basic Conditions of Employment Act.

3. Duration

a. The EMPLOYEE realises that the duration of the assignment is dependent on the variable and/or temporary business requirements of the EMPLOYER'S clients as indicated in the introduction. Any assignments of employment shall fall within the period of engagement date and the earlier of:
    i. The EMPLOYEE'S resignation from this LDC and/or
    ii. The EMPLOYEE'S employment contract is terminated for any reason of law (e.g. misconduct, incapacity or operational requirements of the client), and/or
    iii. Where the EMPLOYEE becomes of unsound mind.

4. Terms and Conditions of Employment

a. Unemployment Insurance Fund will be deducted from the EMPLOYEE'S earnings and paid to the relevant body to cover the EMPLOYEE. In addition compensation for occupational injuries/ diseases premiums will also be paid on behalf of the employee.
b. The EMPLOYEE agrees to comply with all appropriate and reasonable terms and conditions of the EMPLOYER that may not specifically be addressed in this contract including but not limited to:
    i. The EMPLOYER'S code of conduct.
    ii. Health and safety procedures.
    iii. Security procedures.
    iv. Standard operating and computer system/electronic communication procedures.
    v. Personal health and hygiene.
    vi. and the like.

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c. The EMPLOYEE shall be required to make own transport arrangements to and from work.
d. The EMPLOYER is not responsible for payment of any form of maternity/paternity benefits. Four (4) months maternity leave will be granted. Maternity benefits may be drawn from the Unemployment Insurance Fund as per the Basic Conditions of Employment Act.
e. The EMPLOYEE is required to attend the EMPLOYER'S empowerment training or other skills specific training as the EMPLOYER may deem necessary from time to time and the EMPLOYEE is to avail him/herself to facilitation as and when required.
f. The EMPLOYEE understands that he/she will be disciplined for sub-standard and/or incompetent performance.
g. All business with the EMPLOYER will be conducted in English.
h. The EMPLOYEE guarantees that he/she is not aware of any threat to his/her competence to carry out the services for which he/she has undertaken under this contract and that he/she is properly qualified to perform the services as required and envisaged therein.
i. The EMPLOYEE hereby declares that there is no medical/health condition, either physical or physiological, of which he/she is aware that would impede his/her performance on the job, or pose an actual or potential risk to the health and safety of he EMPLOYEE himself/herself, a fellow employee or a member of the public.
j. The EMPLOYEE accepts that at all times that he/she will be registered with the applicable statutory authority under which he/she falls. It is a condition of employment by the EMPLOYER that indemnity cover will be effected on behalf of all Assignees by the EMPLOYER through the Service Provider appointed by the EMPLOYER. The cost of the cover will be borne by the EMPLOYEE. Your signature on this application form and contract indicates agreement to this condition. Failure to comply will be regarded as material breach of contract warranting termination of this contract of employment.

5. Confidentiality

a. The EMPLOYEE acknowledges that during the course of the employment, the EMPLOYEE may become familiar with the confidential information of the EMPLOYER and/or the EMPLOYER'S clients. The EMPLOYEE consequently agrees that during the period of employment and subsequent thereto, the employee will not disclose to others or make use of directly or indirectly, any confidential information of the EMPLOYER and/or client or confidential information of the said parties clients or of others who have disclosed it under conditions of confidentiality, unless for a purpose authorized by the EMPLOYER and/or the client. If there is any doubt whether any disclosure or use is for an authorized purpose, the EMPLOYEE is to obtain a ruling in writing from the EMPLOYER and the client as the case may be and is to abide by it.
b. The EMPLOYEE is required to return to the EMPLOYER, whenever required to do so, or in any event when leaving the employment of the EMPLOYER, all property concerning or containing any reference to the business of the EMPLOYER or the client and the like.

6. Termination

a. As set out in this agreement in the introduction and duration, the LDC will expire automatically upon termination / resignation and / or dismissal.
b. The EMPLOYER undertakes to provide reasonable notice to the EMPLOYEE of termination where it is appropriate to do so.

7. Security

a. The EMPLOYEE expressly agrees to submit to any security requirement by any person designated by the EMPLOYER.
b. Including but not limited to criminal checks done by the EMPLOYER, the cost of which will be carried by the EMPLOYEE.

8. Declaration

a. I indemnify and hold the EMPLOYER harmless against all loss, damage, costs and expenses which the EMPLOYER may sustain or incur as a result of any conduct or omission by myself in my rendering of services to any of the EMPLOYER'S clients.
b. I, the undersigned, understand that I have accepted the above LDC and will not have an expectation of permanent employment or renewal of the LDC.

I, _____, confirm that I have read, understand and accept the contents of this contract and will abide by the said terms and condition as well as the EMPLOYER work policy as may change from time to time. Furthermore, I also understand that I shall only be paid for the actual hours worked and that a 'no-work-no-pay' arrangement will apply with exception to the cancellation of a shift as referred to in the EMPLOYER work policy. I further agree that I will not hold any reasonable expectation of ongoing or permanent employment during the term of this contract.

Signed at (place) _____ this _____ day of _____ month _____year.

_____ _____
Signature of Applicant For Legend Medical Solutions

As witnesses:

_____ _____
For the EMPLOYEE For Legend Medical Solutions