

EMPLOYMENT CONTRACT FOR FARM WORKER

(with explanatory notes)

Part A PARTICULARS OF EMPLOYMENT

1. Personal particulars of domestic worker (hereinafter referred to as “Employee”)

Surname :

First Names :

ID no. :

Home address:

.....

.....

Tel. no.: Cell:

Next of kin :

Address :

.....

.....

Tel. no.: Cell:

2. Particulars of Employer

Legal entity (if applicable):

Surname :

First Names :

Address :

.....

.....

3. Commencement date:

(a) Date on which employment began [C 1.1]

(b) Effective date of this agreement [C 1.2]



(c) If applicable: Employment is for a fixed term and will terminate on, with the understanding that the Employee has no expectation that the employment contract will be extended beyond this date.

**Employee to sign here to confirm his/her understanding of this provision:*

.....

4. **Job title:** (for example: labourer, tractor driver) [C 2.1]

5. **General description of work done by Employee:** [C 2]

.....
.....
.....

6. **Days and ordinary hours of work (including meal interval):** [C 3]

(a) Option A (delete if inapplicable)

	<u>Starting time</u>	<u>Finishing time</u>
Monday
Tuesday
Wednesday
Thursday
Friday
Saturday
Sunday

The starting and finishing times may be varied from time to time depending on the Employer's operational requirements, provided that the Employer gives the Employee reasonable notice of such variation.

(b) Option B (delete if inapplicable): The Employee will be required to work in accordance with the Employer's shift schedule, which may be changed from time to time depending on the Employer's operational requirements.

The employee may take a meal interval of (not less than 30 minutes), at a time to be determined by the Employer. The meal interval will not be regarded as part of working hours, except where the Employee is required to work or required to be available for work.

7. **Place(s) where the Employee works:** (for example: Farm A; Farm A, B and C.)

8. **Remuneration (earnings)-** MONTHLY *

(a) **Basic salary/wage** – R R
per (month/fortnight/week/day/hour);

(b) **Other payments in kind and their values (if any):**
..... R
..... R
(for example: food, transport allowance, but not accommodation)

Sub-total: R

Less agreed deductions:
..... R
..... R
(for example: rent, food, medical)

Monthly total: R

*Monthly earnings = weekly earnings x 4 1/3

9. **Overtime:** Overtime will not exceed 15 hours per week. The further terms and rates for overtime worked are set out in clause 4 of Part C - General Terms and Conditions of Employment. [C 4]

10. **Manner/method of payment:**(e.g. cash/cheque/account)

11. **Frequency of payment:** (e.g. end of day/week/month)

12. Leave: Is the Employee entitled to the minimum annual leave stipulated in clause 8 of Part C - General Terms and Conditions of Employment ?

If more leave has been agreed to, then state agreed leave:

13. Special conditions:

.....

.....

Part B ACCOMMODATION (complete if applicable)

Accommodation is provided, subject to the following terms and conditions:

1. **Description of accommodation:**
..... (hereinafter referred to as "the premises")

2. **Rent:** R per month, which may be deducted from the Employee's wages. (*Deduction may not exceed 10% of employee's wage*).

3. **Persons (if any) who may occupy the premises for the duration of the agreement:**
.....
.....
.....

4. **Maximum period for which other visitors may occupy the premises:**
.....
(No persons other than those mentioned under item 3 above may visit or occupy the premises without the consent of the Employer.)

5. **Water and electricity:** Water and electricity is included in the rental, but are only for the benefit of the legitimate occupants of the premises.

6. **Special conditions agreed to (if any):**
.....

7. **Termination:** The right of occupation may be terminated upon 30 days' written notice, notwithstanding continued employment.

Part C GENERAL TERMS AND CONDITIONS OF EMPLOYMENT

1. Commencement and Duration

- 1.1 For the purpose of service recognition the Employee's services will be deemed to have commenced on the date which is stipulated in Item 3(a) of Part A.
- 1.2 For all other purposes this agreement will be deemed to have commenced on the date stipulated in Item 3(b) of Part A.

2. Job Occupation

- 2.1 The Employee is farm worker and is required to perform the work described in Item 5 of Part A, as well as work which is ancillary to that described.
- 2.2 The exact scope and type of work to be performed is at the discretion of the Employer and may change from time to time.

3. Days and Hours of Work

Ordinary days and hours of work are as set out in Item 6 of Part A, which shall in total not exceed 45 hours a week, except where ordinary hours are extended during the seasonal nature of the work in terms of Section 12 of the Sectoral Determination or a compressed working week in terms of Section 15 of the Sectoral Determination.

After working continuously for 5 hours, the Employee is entitled to a meal interval of 60 minutes unless a shorter period is stipulated in Item 6 of Part A.

4. Overtime, Sundays and public holidays

- 4.1 The Employee may from time to time be required to work overtime, which may include work after ordinary working hours, as well as work on Sundays and public holidays. The Employee will be told at least 48 hours in advance if this is required. In cases of emergency the notice period may be shorter.
- 4.2 All time worked in excess of the permitted ordinary hours per week, 9 hours per day (person who works up to 5 days per week) or 8 hours per day (person who

works more than 5 days per week) will be regarded as overtime. The Employee will be paid at 1 ½ times the ordinary rate of pay or be given the equivalent time off within one month thereafter.

4.3 If the Employee normally works on a Sunday, the Employer will pay the Employee at rate of pay that is set out in Section 16 of the Sectoral Determination.

4.4 If the Employee normally works on a public holiday, the Employer will pay the Employee at least double the ordinary daily wage. If, however, the Employee does not normally work on a public holiday and is required to do so by virtue of this agreement, the Employer will pay the Employee the ordinary daily wage plus the amount earned for time worked at the ordinary rate of pay.

5. Salary/Wage

The Employee's salary/wage as at the date of this agreement is stipulated in Item 8(a) of Part A, which amount will be reviewed from time to time.

6. Payment

The Employee's salary/wage, less all statutory and agreed deductions, will be paid in the manner stipulated in Item 10 of Part A.

7. Payments in kind

Over and above the salary/wage, the Employee is entitled to the payments in kind that are stipulated in Item 8(b) of Part A.

8. Annual Leave

The Employee is entitled to 3 weeks' paid leave per year. The employee will be paid for the days he/she would otherwise have worked. The timing of leave will be as agreed, subject to the applicable legislation.

9. Public Holidays

Unless the Employee is required to work as envisaged in clause 4.1 and 4.4 above, the Employee will be granted leave on full pay on any day that is

regarded as a public holiday in terms of the Public Holidays Act, if such day falls on a normal working day.

10. Sick Leave

Where the Employee is unable to work due to any sickness or injury, the Employee will be entitled to sick leave. During every sick leave cycle of 36 months, the Employee is entitled to an amount of paid sick leave equal to the number of days the Employee would normally work during a period of six weeks (for example, if the Employee works 5 days per week, he/she would be entitled to 30 days' sick leave every 36 months). During the first six months of employment, the Employee is entitled to one day's paid sick leave for every 26 days worked.

11. Maternity leave

The Employee is entitled to 4 months' unpaid maternity leave. The leave may commence within any time from 4 weeks before the expected date of birth – the specific date will be as agreed between the parties. If the Employer agrees, the Employee may commence working again 6 weeks after the birth.

12. Family responsibility leave

The Employee is entitled to 3 days' paid family responsibility leave per annum which can be taken in case of illness or birth of a child, or in the event of the death of the employee's spouse or life partner, (adoptive) parent, grandparent, (adopted) child, grandchild or sibling. Reasonable proof of the event can be required by the Employer.

13. Termination of Employment

13.1 Subject to the provisions of the Labour Relations Act, Act 66 of 1995, this agreement may be terminated on notice of not less than:

- one (1) week, if the Employee has been continuously employed for six months or less; and
- 4 weeks if the Employee has been continuously employed for more than six months.

- 13.2 Notwithstanding the above, this agreement may be terminated:
- summarily, if the Employee is found to be guilty of misconduct in a disciplinary enquiry and such misconduct justifies summary dismissal; or
 - for any other reason which is permitted by law.

14. Rules and Procedures

The Employee is required to abide by all the rules which are laid down by the Employer. These rules do not have to be written rules, but can be past practice or rules which are issued verbally.

By signing this document, the Employer and Employee acknowledge that they understand and accept the terms set out above.

Signed: Witness/Interpreter:

EMPLOYEE

Date:

Signed: Witness/Interpreter:

EMPLOYER

Date: