



Farm Business Management

Handout 14

Employee Agreement / Contract

WRITTEN PARTICULARS OF EMPLOYMENT

(FARM WORKER)

Between:

(herein after referred to as "the employer")

(Address of employer)

And

(herein after referred to as "the employee")

ID Number: _____

This agreement is subject to the Basic Conditions of Employment Act, 1997 and Sectorial Determination
13.

1. Commencement

Employment started/will start on and continue until terminated in terms of clause 6 below or in accordance with a lawful reason following a proper procedure.

2. Place of work

3. Job description

Job Title:

Duties:

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

The Employer undertakes to engage in alternative services/duties, within his/her abilities, with the acknowledgement that these services/duties are temporary and that the salary of the Employee will not be negatively affected due to the alternative services/duties.

4. Probation Period

(A permanent employee is deemed permanent from day one and shall enjoy all benefits and allowances such as leave etc. The same procedures should be followed with dismissal during the probation period).

- 4.1. The Employee is employed for a probation period of 12 weeks during which the Employee’s progress and integration within the workplace will be closely monitored. The Employer will undertake to provide all the necessary training and support to the Employee, however if the progress is not satisfactory, the Employer reserves the right to extend the probation period with an additional 12 weeks.
- 4.2. In the case where the Employer is satisfied with the Employee’s progress during the probation period, the Employer shall confirm the successful completion in writing. In the case where unsuccessful, the Employer will follow due process as set out in Legislation.

5. Hours of work

5.1 Normal working hours will be hours per week, made up as follows:

Monday to Friday: am to pm

Meal intervals will be from: to

Other breaks:

Saturdays: am to pm

Meal intervals will be from: to

5.2 Working hours will be extended during the months to with a maximum of five hours per week and during the months until reduced by the same number of hours. Compensation will remain the same throughout.

- 5.3 Overtime will only be worked as agreed from time to time and will be paid at the rate of one and a half times the normal hourly wage. Overtime is calculated as any time worked over and above the normal daily working hours set out above.
- 5.4. In the case where an employee works less than 4 hours on any day, due to unforeseen circumstances, that employee shall be paid for 4 hours regardless of number of hours worked.

6. Wage

6.1 The employee’s wage shall be paid in cash on the last working day of every week/month and shall be:

R

6.2 The employee shall be entitled to the following allowances/other cash payment/payment in kind:

6.2.1 Accommodation per week/month to the value of: R

6.2.2 Food per week/month to the value of: R

6.3 The following deductions are agreed upon:

.....	R
.....	R
.....	R

6.4 The total value of the above remuneration shall be: R

6.5 The employer shall review the employee’s salary/wage on or before 1 _____ of every year.

7. Termination of employment

Either party can terminate this agreement with one week's notice during the first six months of employment and with four weeks' notice thereafter. Notice must be given in writing except when the farm worker is illiterate. In the case where the farm worker is illiterate, notice must be discussed orally by or on behalf of the employer.

On giving notice of termination of employment the employer is to provide the employee who resides in accommodation that belongs to the employer, accommodation for a period of one month.

The employer is entitled to terminate this agreement without notice if the Employee is guilty of an offense which, according to the disciplinary policy, justifies immediate dismissal and after the prescribed procedure has been complied with.

The employment relationship is automatically terminated when the Employee reaches the retirement age of If the Employee's service period is extended it will only be by fixed-term contract.

8. Sunday work

Any work on Sundays will be by agreement between the parties and will be paid according to the following:

Time worked on Sunday	Payment
Four hours or less	Payment of four hours wages
More than two hours but not more than five hours	The ordinary daily wage
More than five hours	The greater of double the wage payable in respect of time worked (excluding overtime) or the ordinary daily wage

9. Public Holidays

Any work on public holidays will be by agreement and will be paid in accordance with the Sectoral Determination 13: Farm Workers and all relevant legislation that applies.

In the case where an Employee works on a public holiday, the Employee shall be paid at least double his/her minimum daily wage for hours worked.

10. Annual Leave

The employee is entitled to three weeks paid leave after every 12 months of continuous service. Such leave is to be taken at times convenient to the employer and the employer may require the employee to take his/her leave at such times which are convenient to the employer.

11. Sick leave

- 11.1 During every sick leave cycle of 36 months the employee will be 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.
- 11.2 During the first six months of employment the employee will be entitled to one day's paid sick leave for every 26 days worked.
- 11.3 The employee is to notify the employer as soon as possible in case of his/her absence from work through illness.
- 11.4 A medical certificate may be required if the employee has been absent for more than 2 consecutive days or if he/she has been absent on more than two occasions during an eight-week period.

12. Maternity leave

The employee will be entitled to 4 months maternity leave without pay.

13. Family Responsibility leave / Parental leave

- 13.1 The employee will be entitled to three days Family Responsibility leave per annum if he or she works on at least four days a week and has been employed by the employer for longer than four months.
- 13.2 Male employees qualify for 10 consecutive days, unpaid parental leave. These male employees will forfeit the 3 days additional Family Responsibility leave with the birth of a child.

14. Accommodation

Accommodation, if and when provided, is subject to written acceptance of the employer's Housing Policy. In the case where this agreement is terminated, for whatsoever reason, the accommodation agreement will also be terminated, but with a 1 month notice in advance.

The employee will be provided with accommodation for as long as the employee is in the service of the employer, which shall form part of his/her remuneration package. The accommodation may only be occupied by the employee and his/her immediate family, unless by prior arrangement with the employer. Prior permission should be obtained for visitors who wish to stay the night.

15. Clothing *(Delete this clause if not applicable)*

..... sets of uniforms/protective clothing per annum will be supplied to the employee free of charge by the employer and will remain the property of the employer.

..... sets of boots/gumboots per annum will be supplied to the employee free of charge by the employer and will remain the property of the employer.

..... will be supplied to the employee free of charge by the employer and will remain the property of the employer.

16. Policies and Procedures

The Employee undertakes to accept all policies and procedures as set out by the Employer, especially with regards to the Grievances and Dissiplinary Procedures, as well as the Health and Safety policies. Examples of these policies and procedures will be available at the Employer’s office.

17. Other conditions of employment or benefits:

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

18. General

Any changes to the written particulars will only be valid if agreed to by both parties.

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.....

19. Privacy and Personal Information

Both the Employer and the Employee hereby agree to obtain, use and share information responsibly and in accordance with the relevant privacy protection legislation. The Employee hereby agrees that the Employer may use personal information from the Employee for lawful purposes. These purposes might include the following:

- Information relevant to Governmental Organisations (tax, audits, UIF etc.)
- Market Access (export purposes, audits, compliance etc.)

No party may distribute any personal information to which the Employee or Employer makes objection.

Employer

Acknowledgement of receipt by employee

Date