
Learner Study Guide

Human Resources Management

Level 2



Scientific  **Roets**



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Directions

Unit Standard Information

Explain principles of human resources management and practices in agriculture

SAQA US ID	UNIT STANDARD TITLE			
116113	Explain principles of human resources management and practices in agriculture			
ORIGINATOR				
SGB Primary Agriculture				
QUALITY ASSURING BODY				
-				
FIELD			SUBFIELD	
Field 01 - Agriculture and Nature Conservation			Primary Agriculture	
ABET BAND	UNIT STANDARD TYPE	PRE-2009 NQF LEVEL	NQF LEVEL	CREDITS
Undefined	Regular	Level 2	NQF Level 02	2
REGISTRATION STATUS		REGISTRATION START DATE	REGISTRATION END DATE	SAQA DECISION NUMBER
Reregistered		2015-07-01	2018-06-30	SAQA 10105/14
LAST DATE FOR ENROLMENT		LAST DATE FOR ACHIEVEMENT		
2019-06-30		2022-06-30		

In all of the tables in this document, both the pre-2009 NQF Level and the NQF Level is shown. In the text (purpose statements, qualification rules, etc), any references to NQF Levels are to the pre-2009 levels unless specifically stated otherwise.

This unit standard does not replace any other unit standard and is not replaced by any other unit standard.

PURPOSE OF THE UNIT STANDARD

A learner achieving this unit standard will be able to describe and understand the principles of Human Resources Management as applied at workplace environment.

Learners will understand the importance of the application of business principles in agricultural production with specific reference to human resources.

They will be able to operate farming practices as businesses and will gain the knowledge and skills to move from a subsistence orientation to an economic orientation in agriculture. Farmers will gain the knowledge and skills to access mainstream agriculture through a business-orientated approach to agriculture.

LEARNING ASSUMED TO BE IN PLACE AND RECOGNITION OF PRIOR LEARNING

It is assumed that a learner attempting this unit standard will demonstrate competence against the unit standard or equivalent:

- NQF 1: Apply basic human resources management principles and practices applicable in an agricultural environment.

UNIT STANDARD RANGE

Whilst range statements have been defined generically to include as wide a set of alternatives as possible, all range statements should be interpreted within the specific context of application.

Range statements are neither comprehensive nor necessarily appropriate to all contexts. Alternatives must however be comparable in scope and complexity. These are only as a general guide to scope and complexity of what is required.

Using the Learner Study Guide

This learning material has been developed to assist the learner wishing to complete this unit standard. The guide contains all necessary learning to ensure that the learner will attain the competencies required by the unit standard.

The learner study guide is accompanied by formative and summative portfolio of evidence (PoE) guides. Please ensure that you have access to these guides as well. The learner study guide was designed to be used by a learner during the presentation of a skills program based on the unit standard, and to be kept afterwards by the learner for reference purposes. The PoE guides were designed to be completed during and after the presentation of the skills program, and forms part of the assessment process.

Learning Outcomes

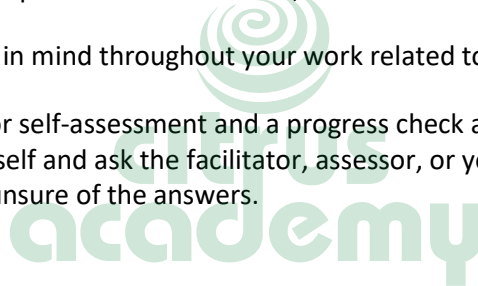
This learner study guide has the following learning outcomes:

1. Demonstrate an awareness and basic understanding of the farm's Human Resources policy with specific reference to rules and procedures.
 - 1.1. An understanding of disciplinary rules and grievance procedures at farm level is demonstrated.
 - 1.2. An understanding of the value of a human resource policy and that access to it is known is demonstrated.
 - 1.3. The implication(s) of non-compliance of company rules and procedures are explained.
2. Explain and identify labour legislation applicable at the work situation.
 - 2.1. An understanding is demonstrated of labour legislation relevant and applicable at the workplace with specific reference to working hours, remuneration, safety, holidays, etc.
 - 2.2. An understanding is demonstrated of the implication(s) of not complying with labour legislation.
 - 2.3. An ability is demonstrated to explain Employment rights and responsibilities.
3. Explain and interpret contracts and agreements applicable at the workplace.
 - 3.1. An understanding is demonstrated of the need for job descriptions and the contents of it.

- 3.2. An understanding is demonstrated of the value of a contract - should be able to explain it and interpret it.
- 3.3. An understanding is demonstrated of the need for performance agreements and the functioning of such a system.
- 3.4. An understanding is demonstrated of the need for personnel evaluation and the evaluation process.
- 3.5. An understanding and awareness of all other Agreements relevant to the work situation is demonstrated.
4. Explain and adhere to health and safety rules and practices.
 - 4.1. An understanding of the need and value of Health and Safety rules and procedures is demonstrated.
 - 4.2. An awareness of the location of safety equipment is demonstrated.
 - 4.3. An awareness of the importance of the periodical checking of safety equipment is demonstrated.
 - 4.4. Personal hygiene practices are identified, described and interpreted.

Keep these learning goals in mind throughout your work related to this module.

There is an opportunity for self-assessment and a progress check at the end of this study guide. Make time to assess yourself and ask the facilitator, assessor, or your workplace mentor or coach for help if you are unsure of the answers.



Chapter 1: Basic Principles of Human Resources Policies and Procedures

outcomes outcomes outcomes outcomes

After completing this chapter, you will be able to:

1. Demonstrate an awareness and basic understanding of the farm's Human Resources policy with specific reference to rules and procedures.
 - 1.1. An understanding of disciplinary rules and grievance procedures at farm level is demonstrated.
 - 1.2. An understanding of the value of a human resource policy and that access to it is known is demonstrated.
 - 1.3. The implication(s) of non-compliance of company rules and procedures are explained.

Grievance Procedure

Some employees do not follow the rules. Conversely, sometimes employers do not follow the rules.

When an employee is dissatisfied with something in the work-place a grievance procedure can be followed. An example of a company grievance procedure is shown below:

example example example example example

GRIEVANCE PROCEDURE

1. SCOPE

This procedure shall apply to all permanent and fixed term employees of the Company.

2. PURPOSE

The purpose is to formalize the procedure whereby employee complaints and grievances may be channelled and resolved:-

- At the lowest possible level in the Company
- As speedily as possible
- In a manner acceptable to the parties concerned.

3. PRINCIPLES

All references to the male gender shall apply equally to the female gender.

A grievance is defined as any cause of dissatisfaction on the part of an employee or group of employees arising out of the working situation but shall exclude:-

- Claims or demands for changes in wages or conditions of employment which shall be defined in terms of the Wage Agreement between the Company and the majority representative trade union;
- Dissatisfaction over disciplinary action taken by the Company which shall be dealt with in terms of the Appeals Procedure.

It is the policy of the Company that every employee shall:-

- Be given a fair and equitable hearing by his immediate supervisor or manager concerning any complaint or grievance he may wish to raise with the Company; and
- Have the right to appeal against decisions concerning the outcome of grievances raised.

The Company undertakes that no employee or representative shall be victimised as a result of any formal grievance being submitted.

The Company recognizes the right of employees to representation during the stages of this procedure on the understanding that:-

- Employees who are union members will normally be represented by their shop steward in terms of this procedure.
- Should any employee (includes non-union members) choose not to be represented by a shop steward, then he may elect not to be represented; or select an employee from within his working area to be his representative in terms of this procedure.

Before any employee or representative absents himself from his workplace, in terms of this procedure, he shall obtain the prior approval of his immediate supervisor/manager. This approval shall not be unreasonably withheld.

4. PROCEDURE

STEP 1

An employee who believes he has a grievance must first raise such grievances with his immediate supervisor/manager verbally, within two days.

He may elect to have a representative present if he so wishes.

The immediate superior must endeavor to resolve the grievance and communicate the outcome to the employee. This should be done as soon as possible but in any event, within a maximum period of two (2) working days from the grievance being lodged with him.

Should the employee feel that the matter must be pursued further, he may progress it to Step 2 within two days.

In the event of an employee having a complaint about his immediate superior, he may, with his representative, approach the next reporting level to his immediate superior directly for the purpose of resolving his particular.

STEP 2

- 2.1 If the employee elects to proceed with his grievance, he should approach the next reporting level to his immediate supervisor/manager. He may elect to have a representative accompany him.
- 2.2 The immediate supervisor/manager shall consider the grievance and attempt to resolve it within a period of two (2) days from it being lodged with him.
- 2.3 If the employee is still not satisfied, he may elect to proceed to Step 3.

STEP 3

- 3.1 The employee and his representative shall approach the Financial Manager or a Factory Manager. This manager shall arrange for a grievance form to be completed and shall arrange for a grievance hearing to be chaired by the Department Head concerned.
- 3.2 This hearing shall be attended by the grievant, his representative and the supervisor/manager to whom the grievance was originally lodged. This meeting shall be held within five (5) working days of Step 3 being initiated by the employee.
- 3.3 This meeting shall consider and attempt to resolve the grievance. The outcome shall be communicated to the employee within two (2) working days of the meeting by the Department Head.
- 3.4 If the employee is still dissatisfied, then Step 4 becomes effective.

STEP 4

- 4.1 In the event of the grievance not being settled through Steps 1 to 3, the matter shall be referred to the Negotiating Committee.
- 4.2 The committee will meet and endeavor to resolve the matter within a maximum period of five (5) working days.

STEP 5

- 5.1 If the grievance is still not resolved, it shall be handled in terms of the disputes procedure.

5. GRIEVANCE PROCEDURE CHART

KEY STAGES OF A GRIEVANCE PROCEDURE

Employee has a grievance

Does the grievance concern his immediate superior?

YES

NO

STEP 1

Employee refers grievance to immediate superior. Has the grievance been resolved?

YES

NO

STEP 2

Employee refers grievance to next reporting level

Has the grievance been resolved within two (2) working days?

YES

NO

STEP 3

Employee/representative approach manager, grievance completed and grievance hearing convened within five (5) working days.

Has the grievance been resolved within two (2) working days?

YES

NO

STEP 4

The grievance shall be referred to the Negotiating Committee who shall meet and endeavor to resolve the matter.

Has the grievance been resolved within five (5) working days?

YES

NO

STEP 5

A dispute may be declared which shall be handled in terms of the Disputes Procedure.

Disputes Procedure

An example of a grievance form is shown below:

example example example example example

NAME: _____

DEPARTMENT: _____

NATURE OF COMPLAINT: _____

EMPLOYEE'S SIGNATURE: _____ DATE: _____

DATE OF GRIEVANCE HEARING: _____

PERSONS PRESENT: _____

OUTCOME (or reason for failure to reach a settlement):

GRIEVANCE SATISFACTORILY RESOLVED:

YES/NO: _____ DATE: _____

EMPLOYEE'S SIGNATURE _____ MANAGER'S SIGNATURE _____

Disciplinary Procedure

When an employee has broken the rules, the employer uses a disciplinary procedure to resolve the problem. An example of a disciplinary code is shown below:

example example example example example

DISCIPLINARY CODE AND PROCEDURE

1. INTRODUCTION

- 1.1. This Disciplinary Code and Procedure is adopted both for the fair treatment of employees who should be aware of the standards expected of them and the success of the company.
- 1.2. The practice and attitudes in the industry change with time and new norms of acceptable industrial relations behaviour emerge. Thus, this document is meant to lay down guidelines rather than rigid standards of behaviour. Accordingly, this Disciplinary Code and Procedure may be altered, amended, varied, modified or added to upon giving reasonable notice thereof by the company to the employee. In addition this Disciplinary Code is not exhaustive of the standards of behaviour expected. Employees who thus commit acts or are guilty of omissions which fall short of acceptable standards will render themselves subject to appropriate disciplinary action. Without derogating from the foregoing the company shall not be obliged to give any warnings in respect of misconduct which would justify summary dismissal at common law (provided that even in such event the company shall permit and afford a fair hearing).
- 1.3. Notwithstanding the fact that certain unacceptable behaviour is prescribed to receive a specified number of warnings in terms of the Disciplinary Code, an employee may be dismissed for accumulated misconduct of a varying nature even although he might not otherwise be liable to be dismissed in respect of any one particular category of misconduct.
- 1.4. The employee acknowledges that the Disciplinary Code ("the code") and Procedure governs the terms of his employment and undertakes to duly and faithfully observe the code in the performance of his duties.
- 1.5. The code and the procedure recognises:
 - 1.5.1. the right of management to take appropriate disciplinary measures against an employee who has failed to observe the code in the performance of his duties or in relation to the work place or environment;
 - 1.5.2. The right of an employee to be given a fair hearing.
- 1.6. This disciplinary code and procedure shall not apply in cases of industrial action unless the company decides otherwise.
- 1.7. Any reference in this code and procedure to a "worker representative" shall mean a worker representative who is a co-employee.

2. THE CODE

- 2.1. The employee shall:
 - 2.1.1. Perform his duties in a responsible and diligent manner;
 - 2.1.2. Protect and promote the interests of the company at all times to the best of his ability with due regard to the interests of management and his fellow employees;
 - 2.1.3. Obey and execute with due care and skill reasonable instructions which are given to him;
 - 2.1.4. Observe the company's normal hours of work;
 - 2.1.5. Observe the safety rules and regulations prescribed by management and by law;
 - 2.1.6. Keep his vehicle, utensils, equipment and work place in a good, neat and tidy order and condition;
 - 2.1.7. Wear the prescribed clothing and safety apparel;
 - 2.1.8. Promptly report damage to the property of the company;

- 2.1.9. Take all steps to ensure that no shortage in stock, materials or cash occurs;
- 2.1.10. Is changed into working clothing before he clocks in;
- 2.1.11. Be at his station of work at the commencing time of work;
- 2.1.12. Report immediately to the production manager (and in his absence the general manager) any injury which occurs at the workplace.

2.2. The employee shall not:

- 2.2.1. Commit any act or be guilty of any omission which undermines the industrial peace, growth or stability of the company or the maintenance and promotion of sound employee/management relationships;
- 2.2.2. Absent himself from work without just cause;
- 2.2.3. Report for duty under the influence of alcohol or drugs;
- 2.2.4. Make use of drugs or consume intoxicating liquor whilst on duty or during breaks in the course of working hours;
- 2.2.5. Use or be in unauthorised possession of a dangerous weapon;
- 2.2.6. Wilfully or deliberately damage or cause destruction to or attempt to damage or destroy the property of the company;
- 2.2.7. Embark upon or be involved in or conspire to commit any act of industrial sabotage or espionage;
- 2.2.8. Absent himself from work without permission and in the case of absence on account of illness the failure to present a valid doctor's or registered hospital certificate which certifies and justifies such absence;
- 2.2.9. Commit or attempt to commit theft, fraud or forgery;
- 2.2.10. Be in unauthorised possession of property of the company or any other person;
- 2.2.11. Fight with or assault a fellow employee or attempt to do so;
- 2.2.12. Use abusive or insulting language;
- 2.2.13. Clock in any employee or allow an employee to clock in on his behalf;
- 2.2.14. Change from working clothing before the sounding of the hooter in respect thereof.

3. PROCEDURE

- 3.1. In the event of unlawful industrial action, these procedures shall not apply to the dismissal of employees unless the company decides otherwise.
- 3.2. Subject to 3.1, in the event of a breach of the Code the following procedure shall apply:
 - 3.2.1. Warnings:
 - 3.2.1.1. In the case of: a breach of clauses 2.1.1, 2.1.2, 2.1.3, 2.1.4, 2.1.5, 2.1.6, 2.1.7, 2.1.8, 2.1.9, 2.1.10, 2.1.9, 2.1.12, 2.2.2, 2.2.8 and 2.2.14, of the Code, a written warning will be given to the employee by the third authority (the first written warning);
 - 3.2.1.2. In the event of the employee persisting in or committing a further breach of clauses 2.1.1, 2.1.2, 2.1.3, 2.1.4, 2.1.5, 2.1.6, 2.1.7, 2.1.8, 2.1.9, 2.1.10 and/or 2.1.11 of the code after a first warning has been given, a further written warning will be given to the employee by the third authority (the second written warning).
 - 3.2.2. The written warning shall:

- 3.2.2.1. Be given to the employee, where possible and practical, within 24 (twenty four) hours of such breach being brought to the attention of the third authority;
 - 3.2.2.2. Set forth the nature of the breach and the consequences thereof;
 - 3.2.2.3. Be signed by the employee and the third authority and, subject to clause 3.2.3 below should the employee fail or refuse or decline to sign then this fact shall be noted by the third authority on the written document concerned;
 - 3.2.2.4. Be transmitted to the administrative department of the company and a copy thereof shall be handed to the employee concerned.
 - 3.2.3. Should an employee decline or refuse to sign the written warning, when requested to do so by the third authority, then the third authority shall be entitled to request his worker representative or a shop steward to sign the written warning on behalf of the employee, but any failure to sign such written warning shall not invalidate same or any subsequent proceedings.
4. THE ENQUIRY
- 4.1. Should the employee:
 - 4.1.1. Commit a breach of clauses 2.2.1, 2.2.2, 2.2.3, 2.2.4, 2.2.5, 2.2.6, 2.2.7, 2.2.9, 2.2.10, 2.2.11 and/or 2.2.13 of the code; or
 - 4.1.2. Persist in or commit a further breach of clauses 2.1.12, 2.2.2, 2.2.8, 2.2.12 and/or 2.2.14 of the code after a first written warning has been given to the employee; or
 - 4.1.3. Persist in or commit a further breach of clauses 2.1.1, 2.1.2, 2.1.3, 2.1.4, 2.1.5, 2.1.6, 2.1.7, 2.1.8, 2.1.9, 2.1.10 and/or 2.1.11 of the code after a second written warning has been given to the employee; an enquiry will be held.
 - 4.2. The enquiry will be initiated by the third authority who shall complete a disciplinary action form.
 - 4.3. The disciplinary action form shall:
 - 4.3.1. Where practical and possible be given to the employee within 48 (forty eight) hours of the breach or further breach, as the case may be, being brought to the attention of the third authority;
 - 4.3.2. Set forth the nature of the breach or the further breach, as the case may be;
 - 4.3.3. Be signed by the third authority and the employee concerned;
 - 4.3.4. Be transmitted to the administrative department of the company and a copy thereof shall be handed to the employee.
 - 4.4. Should the employee refuse to sign the disciplinary action form when requested to do so by the third authority, the third authority shall be entitled to request the worker committee representative concerned or a shop steward to sign the disciplinary action form on behalf of the employee but any failure to sign such disciplinary action form by the employee or the worker representative, as the case may be, shall not invalidate same or any subsequent proceedings.
 - 4.5. The Second Authority shall, where practical and possible, within 7 (seven) days after receipt of the disciplinary action form convene an enquiry which shall be presided over by him and shall be attended by the third authority, the employee and his worker representative or shop steward.
 - 4.6. At the commencement of the enquiry the disciplinary action form shall be read to the employee who shall then either personally or with the assistance of his shop steward or

any other person in the employ of the company nominated by the employee (who is prepared to assist the employee) be entitled to lead evidence in his defence.

- 4.7. The third authority shall be entitled at any stage of the enquiry to call any person as a witness and to examine such person.
- 4.8. A witness called by the employee may be cross examined by the third authority and re-examined by the employee.
- 4.9. A witness called by the third authority may be cross examined by the employee or the shop steward or other representative of the employee recognised as such by the company, as the case may be, and re-examined by the third authority.
- 4.10. The second authority shall be entitled:
 - 4.10.1. To put questions to any witness called either by the employee or the third authority;
 - 4.10.2. To call any person in evidence and put questions to such person and the third authority and the employee respectively shall thereafter be entitled to put questions to such witness on matters arising from the questions put by the second authority to the witness.
- 4.11. After the evidence has been led, the employee or his said representative shall be given the opportunity to address the second authority.
- 4.12. After the employee or his representative aforesaid has addressed the second authority, the second authority shall consider the evidence admitted at the enquiry and, if satisfied that the employee has committed the breach complained of, shall impose the penalty prescribed in clause 5, provided that if the second authority is satisfied that with due regard to all relevant considerations the imposition of a lesser penalty is in the interests of justice, he shall be entitled to impose such lesser penalty.
- 4.13. The second authority shall, in appropriate circumstances, be entitled to deviate from any or all of the above procedures and to prescribe and regulate the procedure to be applied.

5. PENALTIES

If the second authority is satisfied that the employee concerned has committed a breach of the code, he shall impose the following penalty:

- 5.1. In the case of a breach of clauses 2.1.1, 2.1.2, 2.1.3, 2.1.4, 2.1.5, 2.1.6, 2.1.7, 2.1.8, 2.1.9, 2.1.10, 2.1.11, 2.1.12, 2.2.2, 2.2.8, 2.2.14 of the code and after the employee has been given a first or second written warning, as the case may be dismissal;
- 5.2. In the case of a breach of clauses 2.2.1, 2.2.3, 2.2.4, 2.2.5, 2.2.6, 2.2.7, 2.2.9, 2.2.10, 2.2.11, 2.2.12, of the code summary dismissal.

6. APPEAL

- 6.1. If the employee feels aggrieved by the decision taken by the second authority in the exercise of this powers set out in clause 4 and 5 he may appeal.
- 6.2. The appeal shall be heard by the first authority.
- 6.3. The employee shall complete a notice of appeal.
- 6.4. The notice of appeal will be signed by the employee or his aforesaid representative concerned and delivered to the aforesaid first authority within 72 (seventy two) hours after the employee has been notified in writing of the decision of the second authority.

- 6.5. The appeal shall be heard by the first authority within 72 (seventy two) hours in the ordinary course of work after receipt of the notice of appeal.
 - 6.6. The employee may appear and conduct his appeal either in person or with the assistance of a shop steward or any other person in the employ of the company nominated by the employee (and who is willing to so assist) and shall be entitled to be heard in argument. The employee shall not, in the ordinary course, be entitled to lead further evidence at the hearing of the appeal save and except on good cause shown.
 - 6.7. The company may appoint any person in the employ of the company to appear on its behalf to oppose the appeal or to represent it at the hearing. Such person shall likewise be entitled to be heard in argument. The company likewise shall not be entitled to lead any further evidence at the hearing of the appeal, save and except on good cause shown.
 - 6.8. After hearing argument the first authority may:
 - 6.8.1. Dismiss the appeal;
 - 6.8.2. If he is of the opinion that the second authority has not acted in accordance with the relevant provisions of this code and procedure, give an order opposite to the decision of the second authority or amend the decision of the second authority.
 - 6.9. The decision of the first authority shall be conveyed to the employee immediately it is made.
7. GENERAL
- 7.1. A copy of each warning shall be placed on the employee's personnel file.
 - 7.2. The hearing of the enquiry shall be minuted.
 - 7.3. An employee's work record and previous disciplinary actions taken against such employee shall, amongst other things, be taken into account in determining the severity of any contemplated disciplinary action to be taken against him.
 - 7.4. An employee shall be entitled to have an interpreter assist him at the enquiry or the appeal, as the case may be, provided that such interpreter is a person in the employ of the company.
 - 7.5. Where an offence by an employee is regarded as serious by the third authority or the second authority, as the case may be, and where it is considered unsafe or patently undesirable for an employee to continue his duties, the employee may be temporarily suspended from duty without loss of remuneration pending the enquiry. The third authority or the second authority, as the case may be, must immediately and by the speediest means report the suspension to the first authority for his confirmation or otherwise of the action taken.
 - 7.6. Each written warning shall remain in force for a period of twelve (12) months after the date upon which it is given to the employee.
 - 7.7. Cumulative misconduct by an employee may result in his dismissal even though his final incident of misconduct would not otherwise have been adequate in itself to found his dismissal.

Written Warning

The first step of a disciplinary process is a written warning. An example of a written warning is shown below:

example example example example example

WRITTEN WARNING

EMPLOYEE'S NAME: _____

DESIGNATION: _____ COMPANY NO: _____

EMPLOYEE'S REPRESENTATIVE: _____

DESIGNATION: _____ COMPANY NO: _____

SECTION: _____

UNACCEPTABLE BEHAVIOUR: (i.e. specify the degree to which the behaviour is unacceptable):-

IMPROVEMENTS REQUIRED: (i.e. specify the improvements/acceptable standard(s) applicable and review date by which such improvements must be affected):-

EMPLOYEE OBLIGATION/AGREED ACTIONS: (i.e. specify the actions which the employee has agreed to undertake in order to correct the sub-standard behaviour. Include any time period):-

POSSIBLE CONSEQUENCES: (specify any possible further actions should the individual not achieve the required behaviour standard):-

--

WARNING ISSUED BY: _____ SIGNED: _____

DESIGNATION: _____ DATE: _____

EMPLOYEE: ACCEPTS/REFUSES

SIGNED: _____ DATE: _____

ENDORSEMENT: Due to the employee's refusal to sign this Written Warning Form, it is endorsed following an investigation in terms of the Disciplinary Procedure.

WARNING ENDORSED BY: _____ SIGNED: _____

DESIGNATION: _____ DATE: _____

Disciplinary Enquiry

If the employee feels that the written warning is not fair, then he can request a Disciplinary Enquiry. This is because a written warning will remain on his record, negatively influencing his career at the company, or future prospects.

A Disciplinary Enquiry form is shown below:

example example example example example

DISCIPLINARY ENQUIRY RECORD

Date of Enquiry: _____ Starting Time: _____

Venue: _____

Persons Present: _____

Chairperson: _____

Personnel/IR/HR Representative: _____

Initiator: _____

Employee representative(s): _____

Employee(s): _____

Interpreter: _____

INTRODUCTION

- Introduce parties and explain purpose of enquiry
- Explain the roles of the parties.
- Establish whether interpreter is required.
- Confirm employee satisfied with representative.

NOTE: If employee indicates that no representative or interpreter is required, this should be recorded in writing and preferably signed by the employee.

- Check whether notice of enquiry was received.
- Explain the procedure for the enquiry (briefly).

Every work situation will have its own particular rules and regulations. What works for one business may not be relevant or applicable to another. When you start your business you will identify, over time, those rules and regulations that will be necessary for your business. Here are a few of the examples of policies, rules and regulations:

- Rules for vehicle use
- Disciplinary procedure (Written warning forms)
- Basic conditions of employment
- Career planning process
- Credit card rules
- First day induction procedure
- Interview procedure (reference check procedure, pre-employment evaluation)
- Garage card rules
- Grievance procedure (and forms)
- Laptop and projectors rules
- Invoicing rules
- Job descriptions
- Leave policy
- Log books for vehicles
- Employment contracts
- Resignation procedure
- Personal information forms
- Petty cash rules (and forms)

- Purchasing policy (forms)

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Value of human resources policies and procedures

- ✓ Within the work environment, rules, policies, procedures and regulations enable both employees and employers to know what is required of them to be able to form an effective and efficient team, best able to accomplish the tasks required to use the inputs of production to produce quality products at the correct price to market to demanding consumers.

Implications of non-compliance of company rules and procedures

- ✓ Each of the rules and regulations in place in a work environment have a reason for being there. There is often so much work to do that the management of a business does not have time to administer rules or regulations which serve no purpose. If the reasoning behind a procedure is unclear, then it is your task as an employee to find out why that rule is in place. Once you have a clearer understanding of the purpose of a rule or regulation, it will be easier for you to respect it and adhere to it. Remember, no rule or regulation is there for no reason.

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Complete the following formative assessments:

F116113.1 – Group exercise: Develop disciplinary procedure

F116113.2 – Group exercise: Discuss reasons why rules and regulations should be present in the workplace

F116113.3 – Group exercise: Determine which rules and regulations are important specifically on a farm

F116113.4 – Individual exercise: Name reasons why it is important to adhere to rules and regulations

Chapter 2: Labour Legislation in the Workplace

outcomes outcomes outcomes outcomes

After completing this chapter, you will be able to:

2. Explain and identify labour legislation applicable to the work situation.
 - 2.1. An understanding of labour legislation that is relevant and applicable at the workplace with specific reference to working hours, remuneration, safety, holidays, etc. is demonstrated.
 - 2.2. An understanding of the implication(s) of not complying with labour legislation is demonstrated.
 - 2.3. An ability to explain employment rights and responsibilities is demonstrated.

Relevant Labour Legislation

The government has created several laws and regulations to protect both agricultural employees and employers in their labour practices. The laws and regulations of relevance to Human Resource Management in agriculture are:

The Adult Basic Education and Training Act

- The objective of this Act is to regulate adult basic education and training. It provides for the establishment, governance and funding of public adult learning centres and the registration of private ones. This is for quality assurance and quality promotion in adult basic education and training. (Enquiries – National Department of Education Tel: (012) 312 5911 or Private Bag X895, Pretoria, 0001)

The Agricultural Labour Act, 1993 (Act No. 147 of 1993)

- This Act is about the application of the Labour Relations Act, 1956, and the further application of the Basic conditions of Employment Act, 1983, to farming activities and employers and employees engaged therein.

The Basic Conditions of Employment Act, 1997 (Act No. 75 of 1997)

- This Act gives effect to the right to fair labour practices – referred to in section 23(1) of the Constitution. It does so by establishing and making provision for the regulation for basic

conditions of employment. The Republic is a member state of the International Labour Organisation and there are obligations with which to comply.

Under the Sectoral Determination 8: Farm Worker Sector

- This is part of the Basic Conditions of Employment Act, 1997, and it deals specifically with farm workers in all farming activities in the Republic of South Africa.
- Under this part of the Act it is emphasised that:
 - Farm workers must be paid for every hour or part of the hour that they have worked.
 - Wages will be paid according to the municipal areas that are divided into areas A and B.
 - Deductions from wages can only be made for: Savings, Provident and related funds, Repayment for loans to financial institutions, Trade Union subscriptions
 - The maximum working hours within this sector is 45 ordinary hours per week. The farm worker will be paid overtime calculated at 1.5 hours every hour worked exceeding 45 hours in any ordinary day.
 - Public Holidays and Sundays have special regulations
 - Night work can take place between 20h00 and 04h00 by agreement between both parties. The worker must be compensated by receiving an allowance of at least 10% of the ordinary daily wage.
 - For five or more hours of continuous work, there should be a meal interval of at least one hour. Rest periods of at least 12 hours between ending work and starting work the next day must be implemented.
 - A farm worker is allowed the following leave: 3 weeks annual leave, 30 days sick leave in a 36 month cycle, 3 days family responsibility leave per year, 4 months maternity leave which starts four weeks before expected date of birth.
 - With regard to termination of employment, a farm worker who has worked less than six months must give one week's notice. In all other instances, four week's notice must be given. Severance pay is due when there are operational reasons for terminating the employment of a farm worker, e.g. when the farmer moves to a new destination or the farm worker's services become redundant. However, the farmer must give the worker a certificate of service on ending (termination of his/her employment).
 - No child under the age of 15 years may be employed. This constitutes Child Labour.
 - Farmers are required to give all farm workers a payslip and written particulars of employment. Copies of payslips must be kept for three years and after termination of service of the farm worker. All farmers are required to keep a copy of the Sectoral Determination Act accessible to their workers in the workplace.

Employment Equity Act, 1998 (Act No. 55 of 1998)

- The Act aims to achieve equity in the workplace by promoting equal opportunity and fair treatment in employment through the elimination of unfair discrimination and by implementing affirmative action measures to redress the disadvantages in employment experienced by designated groups, in order to ensure their equitable representation in all occupational categories and levels in the workforce.
- Farmers who employ more than 50 workers or have a turnover of more than R 2 million per year are required to draft and implement an Employment Equity Plan.
- Step 1: Appoint a senior manager who will take responsibility for the development and implementation of the plan. In smaller enterprises the farmer can personally take responsibility for this process. It should be borne in mind that this could be a time-consuming process.
- Step 2: Inform workers of the contents of the Act as well as the process that will be followed in drafting the plan. This kind of information can be given in various ways e.g. by means of pamphlets or an information session.
- Step 3: Consult with your workers over the drafting and contents of the plan. A consultative forum can be established for this purpose. Such a forum should consist of representatives from the designated group (black people, women, and the disabled) as well as the non-designated group. If there is a representative trade union in the workplace, the trade union representative should also take part in the process. Employees from all categories and levels of employment should be included in the process.
- Step 4: Analyse your existing policies, practices and procedures in order to identify barriers that prevent people from the designated groups from being appointed, promoted and receiving equal treatment. You will need to look at recruitment, pre-employment testing, job assignment, training, remuneration, disciplinary procedures, dismissal etc. Try to establish to which degree people from the designated groups are underrepresented in the various levels of employment in your workplace. Draw up a profile of your workforce and compare this with the availability of people in that field in your area. Also, compare your workforce with that of similar organisations.
- Step 5: Set targets for the promotion of people from designated groups. This may include: the removal of barriers, which prevent the appointment, training and promotion of black people, women and the disabled.
- Step 6: Decide on the duration of the plan (between 1 and 5 years) and set dates for the achievement of specific aims.
- Step 7: Allocate people, finances, time and infrastructure to the process.
- Step 8: Inform all workers about the content, duration, and targets of the plan. Also inform them who will be responsible for the implementation of the plan.
- Step 9: Monitor and implement the plan
- Step 10: Report to the Department of Labour.

Extension of Security of Tenure Act, 1997 (Act No. 62 of 1997)

- The aim of this act is to provide for measures of State assistance, to facilitate long-term security of land tenure, to regulate the conditions of residence on certain land, to regulate the conditions on and circumstances under which the right of persons to reside on land may be terminated, to regulate the conditions and circumstances under which persons, whose right of residence has been terminated, may be evicted from land (This Act deals with land under State control).

Labour Relations Act, 1995 (Act No. 66 of 1995)

- This is an Act to change the law governing labour relations, giving effect to section 27 of the Constitution, and to regulate the organisational rights of trade unions.
- It promotes and facilitates collective bargaining at the workplace and at Sectoral level.
- It regulates the right to strike and the recourse to lockout in conformity with the Constitution.
- It promotes employee participation in decision-making through the establishment of workplace forums.
- It provides simple procedures for the resolution of labour disputes (this is done through statutory conciliation, mediation and arbitration – for which purposes the Commission for Conciliation, Mediation and Arbitration was established – and through independent alternative dispute resolution services accredited for that purpose).
- It establishes the Labour Court and Labour Appeal Court as superior courts, with exclusive jurisdiction to decide matters arising from the Act.
- It provides for a simplified procedure for the registration of trade unions and employer's organisations.
- It provides for their regulation to ensure democratic practices and proper financial control.
- It gives effect to the public international law obligations of the Republic to labour relations.

Skills Development Act, 1998 (Act No. 97 of 1998)

- The purposes of this Act are to:
 - Provide an institutional framework to devise and implement national sector and workplace strategies to develop and improve the skills of the South African workforce.
 - Provide for learnerships that lead to recognised occupational qualifications.
 - Provide for the financing of skills development by means of a levy-grant scheme and a National Skills fund.

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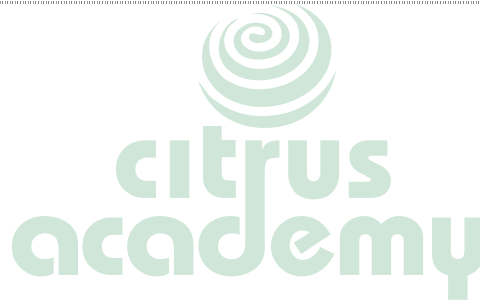
Importance of Labour Legislation

- ✓ It is important to understand the reason for labour legislation. Laws can ward against negative consequences and encourage positive outcomes.
- ✓ Government has created several laws and regulations to protect both agricultural employees and employers.
- ✓ Labour legislation includes working hours, remuneration, safety, over-time, holidays, legal strikes etc.

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Complete the following formative assessments:

F116113.5 – Group exercise: Discuss negative consequences of contravening labour legislation and positive outcomes of adhering to legislation.



Chapter 3: Contracts and Agreements in the Workplace

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After completing this chapter, you will be able to:

3. Explain and interpret contracts and agreements applicable to the workplace.
 - 3.1. An understanding of the need for job descriptions and the contents of it is demonstrated.
 - 3.2. An understanding of the value of a contract is demonstrated - should be able to explain it and interpret it.
 - 3.3. An understanding of the need for performance agreements and the functioning of such a system is demonstrated.
 - 3.4. An understanding of the need for personnel evaluation and the evaluation process is demonstrated.
 - 3.5. An understanding and awareness of all other Agreements relevant to the work situation is demonstrated.

Job Descriptions

One of the reasons you are part of this training is help yourself to become employable. Once are you employed, you will be given tasks and responsibilities. However, you need to sign a contract agreement before you start working. In that contract agreement there is a section highlighting your roles and responsibilities within that particular organisation or workplace. This is called a 'job description'. It will guide you to meet your employer's expectations of you.

Value of Contracts and Agreements

A contract is a legal document, a binding agreement between two or more legal persons that is enforceable by law.

A legal person is a natural person (an individual) or a group of individuals such as a partnership, a company or a close corporation that has full contractual capacity. That means the capacity to conduct legal acts. A legal act is an act in which the law recognises the legal consequences as those intended by the individual.

Individuals under the age of seven years old, mentally retarded individuals and individuals under the influence of liquor or drugs have no contractual capacity. They cannot enter into any legal activity such as closing a contract. A minor (that is an unmarried person under the age of 21, but who is above the age of seven years) or insolvents have limited contractual capacity and must be assisted or represented by their parents or guardians.

A contract may not be illegal. In other words a contract cannot stipulate actions that are contrary to the law.

Most legal contracts must be in writing.

The performance as agreed to by the parties must be possible at the time of the conclusion of the contract. For example: if one sells a goat, but the goat has already been slaughtered and eaten at the time the contract was signed, then the performance of the contract was impossible.

The performance stipulated in the contract must be certain (clear). If the contract is so vague that neither party is sure what is required, then the contract is not valid. For example: If you buy a piece of land, and the contract does not stipulate how big it is, where the boundaries are, or where it is located, then the contract is not valid.

A contract must demonstrate that there is consensus between the contracting parties regarding the contents of the contract. A party to a contract shows consensus by signing the contract.

Contracts are important for any kind of business, including farming. They can be very simple. Basically a contract is an agreement reached between two consenting parties which is put in writing. The purposes of a contract are:

- To provide certainty: A properly worded contract lets each party know what they will be receiving, and what they will be providing. The parties can agree as to the detail in which these offers or receipts are stipulated.
- To avoid disputes: contracts require that both parties think about the issues to be contained in the contract beforehand. It turns their minds to avoiding problems, or to setting up methods to resolve disagreements at a later stage. This often avoids the problems or arguments completely.
- To balance the risks: In an ideal contract, each party should feel that it has received as much as it has given. This is not always accomplished, but at least a contract can decide what is most important to them.

Personnel Evaluation

Personnel evaluation should be done in the workplace in a manner that will grow the employee instead of demoralizing that particular individual. Personnel evaluation should be done to ensure that employees are contributing towards the goals of the company, while reviewing the employee's current job description, and establishing goals for the future. The evaluation process should encompass the reviewing and discussion of job expectations, objectives, and duties, to ensure that the evaluation relates to the specific responsibilities, job assignments, and standards that have been passed on to the employee for that specific review period.

Here are some of the topics that can be used in the evaluation process:

- Completion of task given: How effective is the individual in terms of meeting the goals and finishing tasks in time?
- Teamwork: How reliable is the individual to members of his team?

- **Planning:** Is the individual effective in terms of anticipating needs, establishing objectives, understanding goals and procedures, and meeting budgets and schedules?
- **Flexibility:** How well does the individual adapt to a changing work requirement?
- **Communication:** Does the individual provide information to others on a timely basis within and outside the company? How effective is the individual in dealing with clients, both inside and outside company?
- **Costs:** Is the individual effective in terms of operating at lowest cost?

Guidelines for personnel evaluations should be recorded and provided to the evaluatee in policy statements, negotiated agreements, and/or personnel evaluation manuals, so that evaluations are consistent, equitable, and fair.

Access to evaluation information should be limited to the persons with established legitimate permission to review and use the information, so that confidentiality is maintained and privacy protected.

The evaluator should respect human dignity and act in a professional manner, so that the evaluatee's self-esteem, motivation, professional reputations, performance, and attitude toward personnel evaluation are enhanced.

Personnel evaluations should encompass both strengths and weaknesses, so that strengths can be built upon and weaknesses addressed as soon as possible.

Personnel evaluations should inform users (interview panel or supervisors or managers) and evaluatees of areas in need of professional development, so that all the workplace personnel can better address the missions and goals of that particular workplace, fulfil their roles and responsibilities, and meet the needs of the clients.

Types of Contracts and Agreements

Several different contract types exist. They can be categorised as follows:

- **Marketing contracts:** this agreement includes a commitment to deliver a product of certain quantity and characteristics to a party. The contract will sometimes specify production practices that must be used. For example: A company selling only organic products may require that you do not use inorganic fertilisers on your farm. This type of contract usually stipulates the price that will be paid for the product when it is delivered. These contracts are sometimes called deferred delivery contracts or forward sales agreements. To reduce the risk of product marketing some time in the future, these contracts are a useful way for farmers to reduce this risk.
- **Production contracts.** This contract is similar to a marketing contract but with this contract the buyer often supplies the inputs required to produce the product. In this way the buyer can ensure that the product delivered complies with the buyer's requirements. The task of the producer in this instance is purely to grow the product for the buyer.

- **Contract to purchase:** A purchase agreement is defined as an agreement where someone acquires property from another by paying the price. Apart from the general requirements for a contract to be legally binding, the parties must also agree: 1) that they both have the intention of honouring the agreement, 2) on the identity of the property being purchased/sold, and 3) on the purchase/sale price.
- **Lease contracts:** A lease agreement is defined as an agreement whereby someone acquires the use and enjoyment of property for a determined period of time against a payment of a price. parties must agree: 1) on the identity of the property being leased, 2) that they both have the intention of honouring the agreement, and 3) the amount to be paid.
- **Credit agreements:** A credit agreement is a transaction in which the contract states the sale of property in which the whole or part of the purchase price is payable in instalments. In the case of an instalment sale, the buyer becomes the owner of the property when the whole of the purchase price has been paid. All credit agreements must be in writing and signed by both parties.
- **Employment contracts.** This contract explains the terms and conditions of employment and the remuneration that will be paid for a clearly defined set of tasks. The Entire Sectoral Determination 8: Farm Workers Sector of the Basic Conditions of Employment Act is provided in this document as Appendix A for you to study. An example of an employment contract suggested by the Department of Labour for a domestic worker is also provided as Appendix B.

Other Relevant Agreements

Here are a few basic tips when contracting:

- **Get it in writing.** Although a “verbal agreement” is just as binding as a written agreement, it is easier to prove the validity of a written agreement. Also remember, you are never forced to sign a contract. If you do not agree to the terms of the contract, and you feel you are not gaining as much as you are giving in the contract, then first try to have the contract amended (there is no such thing as a standard contract that cannot be changed). If the party does not want to change the contract to your liking then walk away and do not sign it.
- **Ensure the contract is accurate.** Read the contract carefully to be sure it matches what has been promised. If something is missing, or you feel that it needs further clarification, have that change included or amended before signing it.
- **Consult experts when necessary.** If parts of the contract are confusing, do not sign the contract. Rather get the advice of a lawyer or other non-involved knowledgeable person to explain those parts to you until you understand it fully.
- **Speak to the party with which you have contracted on a regular basis.** If problems arise during a contract’s term, talk to the other party as soon as possible to try and find a solution. Whether it is due to embarrassment or anger, often problems are not discussed, until it is too late to solve the problem. You will be surprised to find that the other party would prefer to solve the problems when they occur rather than causing the problem to become worse and irreparable.

Look out for the following dangerous clauses:

- The Evergreen clause: This clause states that the contract is automatically renewed at the end of the agreement. For example, perhaps you agree to sell your maize at R 600 per ton to a certain buyer for the 2008/2009 season. An evergreen clause may force you to sell your maize at the same price next year (even though the market price is now R 1500).
- Changes permitted by one party only. Some contracts include further details in an addendum or a separate annexure. This is not in itself a problem, but sometimes this part of the contract contains a clause which states that the buyer may change some of the terms within that addendum or annexure without the consent of the other party. Rather insist that the entire contract including any addendums can only be changed with consent from both parties and in writing by both parties.
- Hidden security interests. Sometimes creditors opt to claim the right to enforce its claim against specific property. That property is called security or collateral. For example, if the owner puts up his/her land as security for a loan, and the loan is not paid as agreed, then the lender has the right to seize the land to satisfy the debt. Giving up security or collateral is not shady, it is a common practice of commercial banks. Your task is of course to ensure that you pay back the loan as agreed.
- Unreasonable sampling clauses. It is impossible to test an entire crop, so samples are taken to indicate the quality and characteristics of a crop to see if it complies with the quality required by the marketing agreement. When there are hundreds of tons of the product, then a few kilograms will not make much difference to the product to be marketed. However, where a speciality product is delivered, a kilogram sample may be a huge amount of a 50kilogram harvest. Some unscrupulous buyers use this method to get free product in the "guise" of a sample.
- Illegal terms. Never agree to a contract that is illegal. If you are the second party to that agreement, realize that you will be the one left without product, property and money. The other party is a criminal and he/she means you harm.
- Unilateral grading clauses. Do not let the buyer be the only one who samples your product for its quality. A producer should ensure that grading is done fairly, and as openly as possible. If there is a dispute, a third party should be given the opportunity to review the issue, rather than accept the buyer's opinion alone.
- Try to avoid signing guarantee for someone else. Many a person has lost their life's savings because somebody they trusted did not pay their own debts.

reference reference reference reference reference

Mlanga, C. 2004. Module 6: Legal Aspects and Contracts: Course Material for Unit Standard 13995. Presented as part of the NQF 1 Learnership: Farming as an Own Business. Presented by SH Consult under contract to Scientific Roets (PTY) Ltd as part of the Umzimvubu Goat Farmers learnership sponsored by MQA and AgriSETA.

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Complete the following formative assessments:

F116113.6 – Group exercise: List different employees and their roles and responsibilities

F116113.7 – Individual exercise: Draft a job description

F116113.8 – Group exercise: Name types of contracts applicable to a farming enterprise



Chapter 4: Health and Safety

outcomes outcomes outcomes outcomes outcomes outcomes

After completing this chapter, you will be able to:

4. Explain and adhere to health and safety rules and practices.
 - 4.1. An understanding of the need and value of Health and Safety rules and procedures is demonstrated.
 - 4.2. An awareness of the location of safety equipment is demonstrated.
 - 4.3. An awareness of the importance of the periodical checking of safety equipment is demonstrated.
 - 4.4. Personal hygiene practices are identified, described and interpreted.

Value of Health and Safety Rules

Many people farm because they love the outdoors and the fresh air. They are not lazy people because farming is a physically strenuous job. However, farming can also be very dangerous because you are working with heavy and dangerous equipment, with animals that can get angry at you, with pesticides and medicines that are poisonous if not used correctly.

When farming you must always be aware of your surroundings and take adequate SAFETY PRECAUTIONS from harm. Guidelines for safety are provided by the Occupational Health and Safety Act.

Remember, farming is a dangerous business. You are your own boss, and if you get hurt, you cannot run your business. This means extra costs for yourself, and the potential of losing your income. It is always better to be safe than to be sorry. Take care of yourself and others on your farm! Always try and imagine the worst possible scenario and then take the action required to prevent that scenario from ever happening. Never assume that people who you work with, or who come onto your farm know the safety precautions of your farm. Always put up signs, or tell people where to be careful and what to be careful of.

Personal Hygiene Practices

To be able to provide a high quality product you must practise personal hygiene of a high standard and practice high standards of hygiene on the products that you produce. All products have to adhere to a certain level of quality to be suitable to the market.

When you are harvesting products from animals that will be consumed by humans, follow these basic hygiene guidelines.

Basic Hygiene when working with Milk

- Use pure water: It's very important to use clean water as this will affect the quality of the products that you are going to manufacture. If you are not sure of the purity of the water, boil it beforehand. There are unfortunately bad bacteria present in the water.
- Wash hands repeatedly: With hot water and soap (Sunlight Soap). This is important as the soap will kill the bad bacteria present on your hands. This will also help to remove oil and acid residues.



Wash hands repeatedly

- Clean all surfaces and utensils: With hot water and Jik.





Clean surfaces and utensils

- Protect all food ingredients from insects, rats, animals etc: Cover with a net.



Protect food ingredients

- Milk pasteurisation: Micro-organisms are living organisms which are too small to be seen with the naked eye. These organisms are found everywhere: in the air, water and the ground. Many micro-organisms cause disease in people and animals while others are beneficial and even necessary for human and animal life.

Micro-organism is the term applied to all small living organisms. Three main types of organisms found in milk and milk products are:

- Bacteria
- Yeasts and moulds

In dairying, some micro-organisms are harmful as they may spoil milk and milk products, some are pathogenic.

Bacteria are the most numerous of the milk organisms. They can enter the milk through:

- The animal
- From the air

- From animal feeds
- From the milker
- From the milk container

Milk is a highly nutritious substance, and thus provides a favourable environment for the growth of bacteria on milk products especially at temperatures above 16 °C. Once micro-organisms have entered the milk they grow quickly and once they are established they are difficult to remove.

Micro-organisms can be killed by treatment of pasteurization. Heat the milk to 72 °C for 15 sec.

Basic Hygiene when working with Meat

- Basic Hygiene

Meat is a highly perishable product and needs to be handled with great care. Micro-organisms, mainly bacteria, are invisible to the naked eye and can only be seen through a microscope. There are useful bacteria, like lactic acid bacteria to produce e.g. yoghurt, harmful bacteria or pathogens that can make one ill, and food damaging bacteria/food spoilage bacteria, that spoil food and make it unsafe to eat.

Bacteria are found everywhere, i.e. in the air, on hands, cleaning cloths, utensils and even on insects and rodents. Bacteria can be passed to and from people, surfaces, food, and animals and even to and from raw and cooked foods. This is known as cross contamination. The only way to prevent contamination is to work hygienically and to clean and sanitize after production of food. How? Through personal and environmental hygiene

Wash hands in hot soapy water for around 30 seconds before preparing food and after touching raw meats, so these bacteria don't come into contact with your food.

The more hygienic we work, the fewer bacteria will come into contact with our food and the better the products we will make.

Once bacteria are introduced into one's food, they are difficult to get rid of. To work hygienically, is however, not difficult.

- Sanitation

Sanitation is divided into cleaning and sanitising.

- First clean your work area and surfaces by removing dirt and soil.
- Pre-rinse, using clean water.
- Apply a suitable soap and wash surfaces. Rinse again with clean water.
- Sanitizing is followed by chemical reduction of pre-cleaned surfaces with a suitable sanitizer, like Milton or diluted Jik.
- Good sanitation is 90% cleaning and 10% sanitising
- Encourage other people to prepare food if you are not feeling well.
- Use different utensils for cooked foods and never place cooked foods on plates that have contained raw products such as meat, poultry and fish.

When cooking mince, sausages, hamburger patties, rolled roasts, and chicken, ensure they are cooked right through and that there is no pink meat in the centre.

Place leftovers in the refrigerator to cool once the steam has evaporated or place in a deep dish of cold water. Do not leave to completely cool on the bench.

When reheating foods, heat to steaming hot (above 75°C) - this will kill most bacteria, which may have grown on the food in the fridge. If you then still have leftover product - throw it away - do not reheat product more than once and use all leftovers within a day of preparation.



Appendix A: Basic Conditions of Employment Act: Sectoral Determination 8: Farm Worker Sector

No. R. 1499

2 December 2002

BASIC CONDITIONS OF EMPLOYMENT ACT, NO 75 OF 1997

SECTORAL DETERMINATION 8: FARM WORKER SECTOR, SOUTH AFRICA

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, hereby in terms of section 50 of the Basic Conditions of Employment Act, 1997, make a Sectoral Determination establishing condition of employment and wages for employers and employees in the Farm worker sector, South Africa, in the schedule hereto and determine the second Monday after the date of publication of this notice as the date from which the provisions of the said Sectoral Determination shall become binding.

MMS MDLADLANA, MP
MINISTER OF LABOUR



DEPARTEMENT VAN ARBEID

NO R. 1499

2 December 2002

WET OP BASIESE DIENSVOORWAARDES, NO 75 VAN 1997

SEKTORALE VASSTELLING 8, PLAASWERKER SEKTOR, SUID AFRIKA

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, maak ingevolge artikel 51(1) van die Wet op Basiese Diensvoorwaardes, No 75 van 1997, 'n Sektorale Vasstelling met diensvoorwaardes vir werknemers en werkgewers ten opsigte van die Plaaswerkers Sektor, Suid Afrika wat in die bylae hier verskyn en bepaal die tweede Maandag na die datum van die publikasie van hierdie kennisgewing as die datum waarop die bepalings van die genoemde Sektorale Vasstelling bindend word.



Production learning material
Human resources management
NQF level 2
Unit standard 116113

Learner Study Guide

MMS MDLADLANA, LP
MINISTER VAN ARBEID



PART A: APPLICATION

1. SCOPE OF APPLICATION

- 1.1. The determination applies to the employment of farm workers in all farming activities in the Republic of South Africa.
- 1.2. Without limiting its meaning, 'farming activities' includes primary and secondary agriculture, mixed farming, horticulture, aqua farming and the farming of animal products or field crops.
- 1.3. For the purposes of this determination, a farm worker includes –
 - a) a domestic worker employed in a home on a farm;
 - b) A security guard employed to guard a farm or other premises where farming activities are conducted, who is not employed in the private security industry.
- 1.4. Subject to clause (1.3), this determination does not apply to any person employed in activities covered by another sectoral determination or by a bargaining council agreement in terms of the Labour Relations Act, 1995.
- 1.5. The provisions of the Basic Conditions of Employment Act apply to all farm workers covered by this determination and their employers in respect of any matter that is not regulated by this sectoral determination.

PART B: MINIMUM WAGES

2. MINIMUM WAGE LEVELS

- 2.1. With effect from 1 March 2003 an employer must pay a farm worker at least the minimum wage prescribed in this clause.
- 2.2. An employer must pay a farm worker –
 - a) Who works more than 27 ordinary hours of work per week at least the monthly wage set out in Table 1;
 - b) Who works 27 or less ordinary hours of work per week at least the hourly rate as set out in Table 1;

3. MINIMUM WAGES FOR FARM WORKERS UNDER 18 YEARS OF AGE

- 3.1. An employer must pay a farm worker who is 15 years of age or older, but less than 18 and who works for more than 35 hours per week or less at least the hourly rate or remuneration, specified in Table 1:

Table 1 Minimum wages for farm workers

AREA A					
Bergrivier Local Municipality, Breede Valley Local Municipality, Buffalo City Local Municipality, Cape Agulhas Local Municipality, Cederberg Local Municipality, City of Cape Town, City of Johannesburg Metropolitan Municipality, City of Tshwane Metropolitan Municipality, Drakenstein Local Municipality, Ekurhuleni Metropolitan Municipality, Emalahleni Local Municipality, Emfuleni Local Municipality, Ethekwini Metropolitan Municipality, Gamagara Local Municipality, George Local Municipality, Hibiscus Coast Local Municipality, Karoo Hoogland Local Municipality, Kgatelopele Local Municipality, Khara Hais Local Municipality, Knysna Local Municipality, Kungwini Local Municipality, Kouga Local Municipality, Langeberg Local Municipality, Lesedi Local Municipality, Makana Local Municipality, Mangaung Local Municipality, Matzikama Local Municipality, Metsimaholo Local Municipality, Middelburg Local Municipality, Midvaal Local Municipality, Mngeni Local Municipality, Mogale Local Municipality, Mosselbaai Local Municipality, Msunduzi Local Municipality, Mtubatuba Local Municipality, Nama Khoi Local Municipality, Nelson Mandela, Nokeng tsa Taemane Local Municipality, Oudtshoorn Local Municipality, Overstrand Local Municipality, Plettenbergbaai Local Municipality, Potchefstroom Local Municipality, Randfontein Local Municipality, Richtersveld Local Municipality, Saldanha Bay Local Municipality, Sol Plaatjie Local Municipality, Stellenbosch Local Municipality, Swartland Local Municipality, Swellendam Local Municipality, Theewaterskloof Local Municipality, Umdoni Local Municipality, uMhlathuze Local Municipality and Witzenberg Local Municipality.					
Minimum rate for the period 1 March 2003 to 29 February 2004		Minimum rate for the period 1 March 2004 to 28 February 2005		Minimum rate for the period 1 March 2005 to 28 February 2006	
Hourly rate	R4.10	Hourly rate	4.47	Hourly rate	4.87
Monthly rate	R800	Monthly rate	871.58	Monthly rate	949.58
Area B					
Minimum rate for the period 1 March 2003 to 29 February 2004		Minimum rate for the period 1 March 2004 to 28 February 2005		Minimum rate for the period 1 March 2005 to 28 February 2006	
Hourly rate	R3.33	Hourly rate	3.66	Hourly rate	4.03
Monthly rate	R650	Monthly rate	713.65	Monthly rate	785.79

4. CALCULATION OF WAGES OR REMUNERATION

- 4.1. The wage or remuneration of a farm worker is calculated by reference to the farm worker's ordinary hours of work.
- 4.2. For the purposes of any calculation in terms of this determination –
- a) the hourly wage or remuneration of a farm worker is obtained by –
 - i) dividing the weekly wage or remuneration by the ordinary number of hours worked in a week;
 - b) the daily wage or remuneration of a farm worker is obtained by –
 - i) multiplying the hourly wage or remuneration by the number of ordinary hours worked in a day; or
 - ii) dividing the weekly wage or remuneration by the number of days worked in a week.
 - c) the weekly wage or remuneration of a farm worker is obtained by –
 - i) multiplying the hourly wage or remuneration by the number of ordinary hours worked in a day multiplied by the number of days worked in a week; or
 - ii) multiplying the daily wage or remuneration by the number of days worked in a week; or
 - iii) dividing the monthly wage or remuneration by four and one-third ($13/3$)
 - d) the monthly wage or remuneration of a farm worker is obtained by multiplying the weekly wage or remuneration by four and a third ($13/3$)

5. PAYMENT OF REMUNERATION

- 5.1. An employer must pay a farm worker –
- a) in South African currency;
 - b) daily, weekly, fortnightly or monthly; and
 - c) in cash, by cheque or by direct deposit into an account designated by the farm worker.
- 5.2. Any payment in cash or by cheque must be given to each farm worker
- a) at the workplace;
 - b) during the farm worker's working hours; and
 - c) in a sealed envelope which becomes the property of the farm worker.
- 5.3. An employer must pay a farm worker on the normal payday agreed to in writing by the farm worker.

6. INFORMATION CONCERNING PAY

- 6.1. On every pay day, the employer must give the farm worker a statement showing–
- a) the employer's name and address;
 - b) the farm worker's name and occupation;
 - c) the period in respect of which payment is made;
 - d) the farm worker's wage rate and overtime rate;
 - e) the number of ordinary hours worked by a farm worker during that period;
 - f) the number of overtime hours worked by the farm worker during that period;
 - g) the number of hours worked by the farm worker on a paid holiday or on a Sunday;
 - h) the farm worker's wage;
 - i) details of any other pay arising out of the farm worker's employment;
 - j) details of any deductions made;
 - k) the employer's registration number with the Unemployment Insurance Fund and the employer's contribution to the Fund; and
 - l) the actual amount paid to the farm worker.
- 6.2. An employer must retain a copy or record of each statement for three years.

7. PROHIBITED ACTS CONCERNING PAY

- 7.1. An employer may not withhold any payment from a farm worker or require a farm worker to pay the farmer or any other person in respect of –

- a) the employment or training of that farm worker;
 - b) the supply of any work equipment or tools; or
 - c) the supply of any work clothing.¹
- 7.2. An employer may not require a farm worker to purchase any goods from the employer or from any person, shop or other business nominated by the employer.
- 7.3. An employer may not levy a fine against a farm worker.
- 7.4. An employer may not require or permit a farm worker to –
- a) repay any amount paid except for overpayments previously made by the employer resulting from an error in calculating the farm worker's pay; or
 - b) acknowledge receipt of an amount greater than the pay actually received.

8. DEDUCTIONS

- 8.1. An employer may not make any deduction from a farm worker's pay except –
- a) a deduction not exceeding 10 percent of the farm worker's wage made in accordance with sub-clauses (2) and (3) for accommodation in which the farm worker ordinarily resides;
 - b) a deduction not exceeding 10 percent of the farm worker's wages made in accordance with sub-clause (2) for food supplied to the farm worker;
 - c) at the written request of a farm worker, a deduction of an amount which the employer has paid or undertaken to pay to a third party contemplated by sub-clause (7);
 - d) a deduction, not exceeding one-tenth of the wage due to the farm worker on the pay-day concerned, towards the repayment of any amount loaned or advanced to the farm worker by the employer;
 - e) a deduction of any amount which the employer is required to make by law or in terms of a court order or arbitration award.
- 8.2. An employer may only make a deduction in respect of accommodation or food in terms of sub-clause 8.1(a) or (b) respectively if –
- a) the food or accommodation is provided free of charge by the employer to the farm worker at the employer's cost;
 - b) the food or accommodation is provided on a consistent and regular basis as a condition of employment;
 - c) no additional deduction is made from the farm worker's remuneration for food or accommodation;
 - d) in the case of accommodation, no deduction is made by the employer for electricity, water or other services; and
 - e) the deduction does not exceed the cost to the employer of supplying food or accommodation, as the case may be.
- 8.3. A deduction in terms of sub-clause 1(a) may only be made for a house that meets the following requirements:
- a) the house has a roof that is durable and waterproof ;
 - b) the house has glass windows that can be opened;
 - c) electricity is available inside the house;
 - d) water is available on tap inside the house;
 - e) a flush toilet or pit latrine is available in, or in close proximity to, the house; and
 - f) the house is not less than 30 square meters in size.
- 8.4. An employer may not make any deduction for accommodation in terms of sub-clause (8.1)(a) in respect of a farm worker who is under 18 years of age.
- 8.5. An employer may only make a deduction in terms of sub clause 1(a) in respect of one farm worker residing in any house.
- 8.6. More than one residents:

¹ An employer may not make any deduction from remuneration or require or permit a farm worker to make any payment to the employer or any other person in respect of anything that the employer is required to do in the interests of the health and safety of a farm worker (section 23 of the Occupational Health and Safety Act, 85 of 1993).

- a) Subject to sub clause (8.1)(a) where more than two farm workers reside in communal accommodation, the maximum deduction that the employer may make in total in respect of all the farm workers who reside in that accommodation is 25% of the applicable minimum wage payable to an individual farm worker.²
 - b) An equal amount must be deducted in respect of each of the farm workers residing in accommodation contemplated by paragraph (a).
- 8.7. A deduction may only be made in respect of clause (8.1)(c) in respect of a payment made or to be made to –
- a) any holiday, sick, medical, insurance, savings, provident fund or pension fund of which the farm worker is a member,
 - b) any registered trade union in respect of subscriptions;
 - c) any bank, building society, insurance business, registered financing institution, local authority in respect of a payment on a loan granted to the farm worker to acquire a dwelling;
 - d) the owner or agent in respect of the rent of a dwelling or accommodation occupied by the farm worker.

PART C: PARTICULARS OF EMPLOYMENT

9. WRITTEN PARTICULARS OF EMPLOYMENT

- 9.1. An employer must supply a farm worker, when the farm worker starts work with the following particulars in writing-
- a) the full name and address of the employer;
 - b) the name and occupation of the farm worker, or a brief description of the work for which the farm worker is employed;
 - c) the place of work, and where the farm worker is required or permitted to work at various places, an indication of this;
 - d) the date on which employment began;
 - e) the farm worker's ordinary hours of work and days of work;
 - f) the farm worker's wage or the rate and method of payment;
 - g) the rate of pay for overtime work;
 - h) any other cash payments that the farm worker is entitled to;
 - i) any food or accommodation payment that the farm worker is entitled to and the value of the food or accommodation calculated in accordance with clause (8);
 - j) any other payment in kind received by the employer;
 - k) how frequently wages will be paid;
 - l) any deductions to be made from the farm worker's wages;
 - m) the leave to which the farm worker is entitled to;
 - n) the period of notice required to terminate employment, or if employment is for a specific period, the date when employment is to terminate.
- 9.2. If a farm worker is not able to understand the written particulars, the employer must ensure that they are explained to the farm worker in a language and in a manner that the farm worker understands.
- 9.3. The employer must revise the written particulars if there is any change in the farm worker's terms of employment.
- 9.4. An employer must retain a copy of the written particulars while the farm worker is employed and for three years thereafter.

PART D: HOURS OF WORK

10. EMERGENCY WORK

² If the applicable minimum wage is R600 per month, the maximum deduction that may be made in total from the workers living in communal accommodation as a whole is R150 per month. The deduction may be made from an individual farm worker may not exceed 10% of that workers wage.

- 10.1. Clauses 11, 13.1, 16.2, 17.1, 18.1 and 19.1 do not apply to work which is required to be done without delay owing to circumstances for which the employer could not reasonably have been expected to make provision and which cannot be performed by farm workers during their ordinary hours of work.³
- 10.2. Sub-clause (2) does not affect the obligation of an employer to pay a farm worker for any work performed at the farm worker's ordinary rate of pay or overtime rate, as the case may be.

11. ORDINARY HOURS OF WORK

- 11.1. An employer may not require or permit a farm worker to work more than –
 - a) 45 hours in any week⁴; and
 - b) nine hours on any day if the farm worker works for five days or less in a week; or
 - c) eight hours in any day if the farm worker works for more than five days in any week.

12. EXTENSION OF ORDINARY HOURS OF WORK FOR FARM WORKERS

- 12.1. A worker and an employer may conclude a written agreement in terms of which the farm worker's ordinary hours of work–
 - a) are extended by not more than five hours per week for a period of not more than four months in any continuous period of twelve months; and
 - b) are reduced by the same number of hours during a period of the same duration in the same twelve month period.
- 12.2. An agreement in terms of sub-clause (1) may not extend the farm worker's ordinary hours of work to more than ten hours on any day.
- 12.3. During any period of extended or reduced ordinary hours of work in terms of sub-clause (1), the employer must pay the farm worker the wage the farm worker would have received for the farm worker's normal ordinary hours of work.
- 12.4. If a farm worker's employment terminates for any reason at a time when the farm worker has worked a great number of extended ordinary hours than reduced ordinary hours, the employer must pay the worker for the extended ordinary hours worked at the overtime rate in terms of clause (13).
- 12.5. An employer who concludes a contract in terms of this clause must-
 - a) supply the farm worker with a copy of the contract;
 - b) record any extended or reduced hours work in terms of the contract on the statement supplied to the worker in terms of clause 6.

13. OVERTIME

- 13.1. An employer may not require or permit a farm worker-
 - a) to work overtime except in accordance with an agreement concluded by the employer and the farm worker;
 - b) to work more than 15 hours' overtime a week; or
 - c) to work more than 12 hours, including overtime, on any day.

14. PAYMENT OF OVERTIME

- 14.1. An employer must pay a farm worker at least one and one-half times the farm worker's wage for overtime worked.
- 14.2. Despite sub-clause (14.1), an agreement may provide for an employer to -

³ Where an 'emergency' situation such as a veld-fire or the outbreak of a disease among livestock persists, it will be reasonable to expect the employer to rotate work or to obtain additional temporary workers to assist to deal with the emergency.

⁴ A farm worker who is under 18 years of age may not work more than 35 hours in any week.

- a) pay a farm worker not less than the farm worker's ordinary wage for overtime worked and grant the farm worker at least 30 minutes' time off on full pay for every hour of overtime worked; or
 - b) grant a farm worker at least 90 minutes' paid time off for each hour of overtime worked.
- 14.3. Timelines:
- a) An employer must grant paid time off in terms of sub-clause (2) within one month of the farm worker becoming entitled to it.
 - b) An agreement in writing may increase the period contemplated by paragraph (a) to twelve months.
 - c) An agreement concluded in terms of paragraph (b) with a farm worker when the farm worker commences employment, or during the first three months of employment, is only valid for one year.
- 14.4. Any overtime worked on a Sunday or public holiday must be paid in accordance with the provisions for Sundays and public holidays in clauses 17 and 18.

15. COMPRESSED WORKING WEEK

- 15.1. An agreement in writing may require or permit a farm worker to work up to twelve hours in a day, inclusive of the meal intervals required in terms of clause 14, without receiving overtime pay.
- 15.2. An agreement in terms of sub-clause (1) may not require or permit a farm worker to work -
 - a) more than 45 ordinary hours of work in any week;
 - b) more than ten hours' overtime in any week; or
 - c) on more than five days in any week.

16. WORK ON SUNDAYS

- 16.1. An employer must pay a farm worker who works on a Sunday in accordance with the following table:

Time worked on a Sunday	Payment
One hour or less	Double the wage for one hour
More than one hour but not more than two hours	Double the ordinary wage for time worked
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 double the ordinary daily wage.

- 16.2. For the purposes of sub-clause (16.1), a farm worker who does not reside on the employer's farm who works on a Sunday must be regarded as having worked at least two hours on that day.
- 16.3. Any time worked on a Sunday by a farm worker is not taken into account in calculating a farm worker's ordinary hours of work in terms of clause 10, but is taken into account in calculating the overtime worked by the farm worker in terms of clause 12.
- 16.4. If a shift worked by a farm worker falls on a Sunday and another day, the whole shift is deemed to have been worked on the Sunday, unless the greater portion of the shift was worked on the other day, in which case the whole shift is deemed to have been worked on the other day.

17. NIGHT WORK

- 17.1. In section, “night work” means work performed after 20:00 and before 04:00 the next day.
- 17.2. An employer may only require or permit a farm worker to perform night work, if so agreed, and if -
 - a) the employer pays the farm worker an allowance of at least 10% of the farm worker’s ordinary daily wage; and
 - b) transportation is available between the farm worker’s place of residence and the workplace at the commencement and conclusion of the farm worker’s shift.
- 17.3. An employer who requires a farm worker to perform work on a regular basis after 20:00 and before 04:00 the next day must –
 - a) inform the farm worker in writing, or orally if the farm worker is not able to understand a written communication, in a language that the farm worker understands-
 - i) of any health and safety hazards associated with the work that the farm worker is required to perform; and
 - ii) of the farm worker’s rights to undergo a medical examination in terms of paragraph (b).
 - b) at the request of the farm worker, enable the farm worker to undergo a medical examination, for the account of the employer, concerning those hazards-
 - i) before the farm worker starts, or within a reasonable period of the farm worker starting, such work;
 - ii) at appropriate interval while the farm worker continues to perform such work; and
 - c) transfer the farm worker to suitable day work within a reasonable time if-
 - i) the farm worker suffers from a health condition associated with the performance of night work; and
 - ii) it is practicable for the employer to do so.
- 17.4. Sub-clause (3) applies to farm workers who work after 20:00 and before 04:00 at least five times per month or 50 times per year.

18. MEAL INTERVALS

- 18.1. An employer must give a farm worker who works continuously for more than five hours, a meal interval of at least one continuous hour.
- 18.2. During a meal interval, a farm worker may be required or permitted to perform only duties that cannot be left unattended and cannot be performed by another farm worker.
- 18.3. A farm worker must be paid -
 - a) for a meal interval in which the farm worker is required to be available for work.
 - b) for any portion of a meal interval that is in excess of 75 minutes, unless the farm worker lives on the farm or at the workplace.
- 18.4. For the purpose of sub-clause (1), work is continuous unless it is interrupted by a meal interval in accordance with this clause.
- 18.5. An agreement in writing may-
 - a) Reduce the meal interval to not less than 30 minutes;
 - b) Dispense with a meal interval for a farm worker who works fewer than six hours on a day.
- 18.6. Whenever an employer is required to give a farm worker a second meal interval because of overtime worked, that interval may be reduced to not less than 15 minutes.

19. REST PERIOD

- 19.1. An employer must grant a farm worker –
 - a) daily rest period of at least twelve consecutive hours between ending work and starting work the next day;
 - b) weekly rest period of at least thirty-six consecutive hours which, unless otherwise agreed, must include a Sunday.

- 19.2. A daily rest period in terms of sub-clause (1)(a) may, by written agreement, be reduced to 10 hours for a farm worker -
 - a) who lives where the workplace is situated; and
 - b) whose meal interval lasts for at least three hours.
- 19.3. despite sub-clause (1)(b), an agreement in writing may provide for a rest period of at least sixty consecutive hours every second week.

20. PUBLIC HOLIDAYS

- 20.1. An employer may not require a farm worker to work on a public holiday, except in accordance with an agreement.
- 20.2. If a public holiday falls on a day on which a farm worker would otherwise have worked, an employer must pay-
 - a) a farm worker who does not work on the public holiday the farm worker's daily wage;
 - b) a farm worker who does work on the public holiday at least double the daily wage.
- 20.3. If a farm worker who works on a public holiday on which the farm worker would not normally work, the employer must pay that farm worker an amount equal to -
 - a) the farm worker's daily wage; plus
 - b) the farm worker's hourly wage for each hour worked on the public holiday.
- 20.4. An employer must pay a farm worker for a public holiday on the farm worker's normal payday.
- 20.5. If a shift worked by a farm worker falls on a public holiday and another day, the whole shift is deemed to have been worked on the public holiday, but if the greater portion of the shift was worked on the other day, the whole shift is deemed to have been worked on the other day.

PART E: LEAVE

21. ANNUAL LEAVE

- 21.1. An employer must grant a farm worker –
 - a) at least three weeks leave on full pay in respect of each twelve months of employment (the 'annual leave cycle');
 - b) by agreement, at least one day of annual leave on full pay for every 17 days on which the farm worker worked or was entitled to be paid; or
 - c) by agreement, one hour of annual leave on full pay for every 17 hours on which the farm worker worked or was entitled to be paid.
- 21.2. An employer must grant a farm worker an additional day of paid leave if a public holiday falls on a day during a farm worker's annual leave on which the farm worker would otherwise have worked.
- 21.3. An employer may reduce a farm worker's entitlement to annual leave by the number of days of occasional on full pay granted to the farm worker at the farm worker's request in that annual leave cycle.
- 21.4. An employer must grant -
 - a) at least three weeks annual leave on full pay in respect of each 12 months of employment (the 'annual leave cycle') not later than six months after the end of the annual leave cycle or the year in which leave was earned.
 - b) The leave earned in one year over a continuous period, if requested by the farm worker.
- 21.5. Annual leave must be taken -
 - a) in accordance with an agreement between the employer and the farm worker; or
 - b) if there is no agreement in terms of paragraph (a), at a time determined by the employer in accordance with this section.
- 21.6. An employer may not require or permit a farm worker to take annual leave during
 - a) any other period of leave to which the farm worker is entitled in terms of this chapter; or
 - b) any period of notice of termination of employment.

- 21.7. An employer may not require or permit a farm worker to work for the employer during any period of annual leave.
- 21.8. An employer may not pay a farm worker instead of granting paid leave in terms of the clause except on termination of employment in terms of clause 25.
- 21.9. An employer must pay a farm worker leave pay at least equivalent to the remuneration the farm worker would have received for working for a period equal to the period of leave, calculated at the farm worker's wage immediately before the beginning of the period of leave.
- 21.10. An employer must pay a farm worker leave pay before the beginning of the period of leave.

22. SICK LEAVE

- 22.1. For the purpose of this clause "sick leave cycle" means the period of 36 months employment with the same employer immediately following –
 - a) when the farm worker commenced work; or
 - b) the end of the farm worker's prior sick leave cycle.
- 22.2. During every sick leave cycle, the farm worker is entitled to an amount of paid sick leave equal to the number of days the farm worker would normally work during a period of six weeks.
- 22.3. Despite sub-clause (2) during the first six months of work, the farm worker is entitled to one day's sick leave for every 26 days worked.
- 22.4. An employer may, during the farm worker's first leave cycle, reduce the farm worker's entitlement to sick leave in terms of sub-clause (2) by the number of days' sick leave taken in terms of sub-clause (3).
- 22.5. Where an employer, at the request of the farm worker, pays fees for a farm worker's hospital or medical treatment, the fees paid may be set off against the worker's pay.
- 22.6. An employer is not required to pay the farm worker in terms of this clause if the farm worker has been absent from work for more than two consecutive days or on more than two occasions during an eight-week period and, on request by the employer, does not produce a medical certificate stating that the farm worker was unable to work for the duration's absence on account of sickness or injury.
- 22.7. Within the scope of their professional expertise, a medical certificate in terms of sub-clause (6) may be provided by -
 - a) a medical practitioner;
 - b) a clinic nurse practitioner;
 - c) a traditional healer;
 - d) a community health worker;
 - e) a psychologist;
 - f) any other person who is certified to diagnose and treat patients and who is registered with a professional council established by an Act of Parliament; or
 - g) any other health professional authorized to diagnose medical conditions.
- 22.8. If it is not reasonably practicable for a farm worker who lives on the employer's premises to obtain a medical certificate, the employer may not withhold payment in terms of sub-clause (1) unless the employer provides reasonable assistance to the farm worker to obtain the certificate.

23. FAMILY RESPONSIBILITY LEAVE

- 23.1. This clause applies to a farm worker –
 - a) who has been employed by an employer for longer than four months; and
 - b) who works on at least four days a week for that employer.
- 23.2. An employer must grant a farm worker, during each 12 months of employment, at the request of the farm worker, three days' paid leave, which the farm worker is entitled to take -
 - a) when the farm worker's child is born;

- b) when the farm worker's child is sick; or
- c) in the event of the death of –
 - i) the farm worker's spouse or life partner; or
 - ii) the farm worker's parent, adoptive parent, grandparent, child, adopted child, grandchildren or sibling.
- 23.3. A farm worker may take family responsibility leave in respect of the whole or part of the day.
- 23.4. Subject to sub-clause (5), an employer must pay a farm worker for a day's family responsibility leave-
 - a) the wage the farm worker would normally have received for work on that day; and
 - b) on the farm worker's usual payday.
- 23.5. Before paying a farm worker for leave in terms of this clause, an employer may require reasonable proof of an event contemplated in sub-clause (2) for which the leave was required.
- 23.6. A farm worker's unused entitlement to leave in terms of this clause lapses at the end of the annual leave cycle in which it accrues.

24. MATERNITY LEAVE⁵

- 24.1. A farm worker is entitled to at least four consecutive month's maternity leave.
- 24.2. A farm worker may commence maternity leave -
 - a) at any time from four weeks before the expected date of birth, unless otherwise agreed; or
 - b) on a date from which a medical practitioner or a midwife certifies that it is necessary for the farm worker's health or that of her unborn child.
- 24.3. A farm worker may not work for six weeks after the birth of her child, unless a medical practitioner or midwife certifies that she is fit to do so.
- 24.4. A farm worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child is entitled to maternity leave for six weeks after the miscarriage or stillbirth, whether or not the farm worker had commenced maternity leave at the time of the miscarriage or stillbirth.
- 24.5. A farm worker must notify an employer in writing, unless the farm worker is unable to do so, of the date on which the farm worker intends to -
 - a) commence maternity leave; and
 - b) return to work after maternity leave.
- 24.6. Notification in terms of sub-clause (5) must be given -
 - a) at least four weeks before the farm worker intends to commence maternity leave;
 - b) if it is not reasonably practicable to do so, as soon as is reasonably practicable.
- 24.7. No employer may require or permit a pregnant farm worker or a farm worker who is nursing her child to perform work that is hazardous to her health or the health of her child.
- 24.8. During a farm worker's pregnancy, and for a period of six months after birth of her child, her employer must offer her suitable, alternative employment on terms and conditions that are no less favourable than her ordinary terms and conditions of employment, if-
 - a) the farm worker is required to perform night work, as defined in clause 15 or her work poses a danger to her health or safety or that of her child; and
 - b) it is practicable for the employer to do so.

PART F: PROHIBITION OF CHILD LABOUR AND FORCED LABOUR

25. PROHIBITION OF CHILD LABOUR AND FORCED LABOUR

⁵ In terms of section 187 (1) (e) of the Labour Relations Act, 1995, the dismissal of a farmworker on account of her pregnancy, intended pregnancy, or any reason related to her pregnancy, is automatically unfair. The definition of dismissal in section 186 of the Labour Relations Act, 1995, includes the refusal to allow a farm worker to resume work after she has taken maternity leave in terms of any law, collective agreement or her contract. A farmworker may claim maternity benefits in terms of the Unemployment Insurance Act, 2001.

- 25.1. No person may employ in farming activities a child –
 - a) who is under 15 years of age; or
 - b) who is under the minimum school leaving age in terms of any law, if this is 15 or older.⁶
- 25.2. No person may employ a child in an employment –
 - a) that is inappropriate for a person of that age;
 - b) that places at risk the child's well-being, education, physical or mental health, or spiritual, moral or social development.
- 25.3. An employer must maintain for three years, a record of the name, date of birth and address of every farm worker under the age of 18 years employed by them.
- 25.4. Subject to the Constitution of the Republic of South Africa, all forced labour is prohibited.
- 25.5. No person may, for their own benefit or for the benefit of someone else cause, demand or impose forced labour in contravention of sub-clause (4).
- 25.6. A person who employs a child in contravention of sub-clause (1) and (2) or engages in any form of forced labour in contravention of sub-clauses (4) and (5) commits an offence in terms of sections 46 and 48 of the Basic Conditions of Employment Act respectively, read with section 93 of that Act.
- 25.7. An employer may not require or permit a child who is 15 years of age or older but younger than 18 -
 - a) to work after 18h00 and before 6h00 the following day;
 - b) to work more than 35 hours in any week;
 - c) without limiting sub-clause (2), to work with agro-chemicals.

PART G: TERMINATION OF EMPLOYMENT

26. TERMINATION OF EMPLOYMENT

- 26.1. A contract of employment terminable at the instance of a party to the contract may be terminated only on notice of not less than–
 - a) one week if the farm worker has been employed for six months or less;
 - b) four weeks, if the farm worker has been employed for six months or more.
- 26.2. The employer and farm worker may agree to a longer notice period, but the agreement may not require or permit a farm worker to give a period of notice longer than that required of the employer.
- 26.3. Notice of termination:
 - a) Notice of termination of contract of employment must be given in writing except when it is given by an illiterate farm worker.
 - b) If a farm worker who receives notice of termination is not able to understand it, the notice must be explained orally by, or on behalf of, the employer to the farm worker in an official language the farm worker reasonably understands.
- 26.4. Notice of termination of a contract of employment given by an employer must–
 - a) not be given during any period of leave to which the farm worker is entitled in terms of clause 17(1);
 - b) not run concurrently with any period of leave to which the farm worker is entitled in terms of this determination, except sick leave.
- 26.5. Nothing in this clause affects the right -
 - a) of a dismissed farm worker to dispute the lawfulness or fairness of the dismissal in terms of Chapter VIII of the Labour Relations Act, 1995, or any other law; and
 - b) of an employer or a farm worker to terminate a contract of employment without notice for any cause recognized by law.

27. PAYMENT INSTEAD OF NOTICE

⁶ Section 31(1) of the South African Schools Act (Act 84 of 1996) requires every parent to cause every learner for whom he or she is responsible to attend a school until the last day of the year in which the learner reaches the age of 15 or the ninth grade, whichever is the first.

- 27.1. Instead of giving a farm worker notice in terms of this clause, an employer may pay the farm worker the wages the farm worker would have received, if the farm worker had worked during the notice period.
- 27.2. If a farm worker gives notice of termination of employment, and the employer waives any part of the notice, the employer must pay the wages referred to in sub-clause (6), unless the employer and the farm worker agree otherwise.

28. ACCOMMODATION, LIVESTOCK AND CROPS ON TERMINATION

- 28.1. This clause applies if the employer of a farm worker terminates the contract of employment of that farm worker –
 - a) before the date on which the employer was entitled to do so in terms of clause 26; or
 - b) in terms of clause 27.
- 28.2. If the farm worker resides in accommodation on the premises of the employer or that is supplied by the employer, the employer is required to provide the farm worker with accommodation for a period of one month, or if it is a longer period, until the contract of employment could lawfully have been terminated.
- 28.3. A farm worker who keeps livestock on the land of the employer is entitled to keep that livestock for the period stipulated in the contract of employment or for one month from the date on which the contract of employment was terminated in terms of sub-clause (1).
- 28.4. Standing crops:
 - a) A farm worker who has standing crops on the land of the employer is entitled to tend to those crops and harvest and remove them within a reasonable time after they become ready for harvesting, unless the employer pays the farm worker an agreed amount for the crops.
 - b) Paragraph (a) applies in addition to a farm worker who terminates the contract of employment in accordance with clause 26.
- 28.5. If a farm worker elects to remain in accommodation in terms of sub-clause (2) after the employer has terminated the farm worker's contract of employment in terms of sub-clause (1), the employer may deduct an amount calculated in accordance with clause (8) from the amount that the employer is required to pay the farm worker in terms of clause 29.

29. PAYMENTS ON TERMINATION

- 29.1. On termination of employment, an employer must pay a farm worker all monies due to the farm worker including –
 - a) any remuneration that has not been paid;
 - b) any payment owing in respect of extended ordinary hours of work in terms of clause 12;
 - c) any paid time off that the farm worker is entitled to in terms of clause 14 or 16 that the farm worker has not taken;
 - d) remuneration calculated in accordance with clause 21(9) for any period of annual leave due in terms of clause 21(1) that the farm worker has not taken; and
 - e) if the farm worker has been in employment longer than four months, in respect of the farm worker's annual leave entitlement during an incomplete annual leave cycle as defined in section 20(1) –
 - i) one day's remuneration in respect of every 17 days on which the farm worker worked or was entitled to be paid; or
 - ii) remuneration calculated on any basis that is at least as favourable to the farm worker as that calculated in terms of subparagraph (i).

30. SEVERANCE PAY

- 30.1. For the purpose of this clause, "operational requirements" means requirements based on the economic, technological, structural or similar needs of an employer.

- 30.2. An employer must pay a farm worker who is dismissed for reasons based on the employer's operational requirements, severance pay equal to at least one week's remuneration for each completed year of continuous service with that employer.
- 30.3. A farm worker who unreasonably refuses to accept the employer's offer of alternative employment with that employer or any other employer, is not entitled to severance pay in terms of sub-clause (2).
- 30.4. The payment of severance pay in compliance with this clause does not affect a farm worker's right to any other amount payable according to law.
- 30.5. If there is a dispute only about the entitlement to severance pay in terms of this clause, the farm worker may refer the dispute in writing to the CCMA.

31. CERTIFICATE OF SERVICE

- 31.1. On termination of employment, a farm worker is entitled to a certificate of service stating
 - a) the farm worker's full name;
 - b) the name and address of the employer;
 - c) the date of commencement and date of termination of employment;
 - d) the title of the job or brief description of the work for which the farm worker was employed at the date of termination;
 - e) any relevant training received by the farm worker;
 - f) the pay at date of termination; and
 - g) if the farm worker requests, the reason for termination of employment.

32. KEEPING OF SECTORAL DETERMINATION

- 32.1. Every employer on whom this sectoral determination is binding must keep a copy of the sectoral determination or an official summary, available in the workplace in a place to which the farm worker has access.

33. TEMPORARY EMPLOYMENT SERVICES

- 33.1. In this clause, "temporary employment service" means any person who, for reward, procures for or provides farm workers to a client if that person remunerates the farm workers.
- 33.2. For the purpose of this Determination, a farm worker whose services have been procured for, or provided to, a client by a temporary employment service is employed by of that temporary employment service, and the temporary employment service is that person's employer.
- 33.3. The employment service and the client are jointly and severally liable to comply with this determination in respect of its farm workers.
- 33.4. If the employment service is in default of its obligation to make any payment in terms of this determination to a farm worker for a period of thirty days, the client concerned becomes liable to make payment.
- 33.5. A client that in terms of this clause makes any payment that is owing to a farm worker is entitled to recover such amount from the employment service

34. PRESUMPTION AS TO WHO IS A FARM WORKER

- 34.1. A person who works for, or renders services to, any other person in farming activities is presumed, until the contrary is proved, to be a farm worker, regardless of the form of the contract, if any one or more of the following factors is present:
 - a) the manner in which the person works is subject to the control or direction of another person;
 - b) the person's hours of work are subject to the control or direction of another person;
 - c) the person forms part of the employer's organisation;

- d) the person has worked for that other person for an average of at least 40 hours per month over the last three months;
- e) the person is economically dependant on the other person for whom that person works or renders services;
- f) the person is provided with tools of trade or work equipment by the other person; or
- g) the person only works for or renders services to one person.

35. WHAT WORDS MEAN IN THIS DETERMINATION

35.1. Any expression in this determination, which is defined in the Basic Conditions of Employment act and is not defined in this clause, has the same meaning as in the Act and-

- a) "agreement" includes a collective agreement;
- b) "Basic Conditions of Employment Act" means the Basic Conditions of Employment Act, 1997 (Act 75 of 1997)
- c) "child" means a person who is under 18 years of age;
- d) "day" means, for the purposes of measuring hours of work, a period of 24 hours, measured from the time when a domestic worker normally commences work;
- e) "dispute" includes an alleged dispute;
- f) "employee" means – (a) any person, excluding an independent contractor, who works for another person or for the State and who receives, or is entitled to receive, any remuneration; and (b) any other person who in any manner assists in carrying on or conducting the business of an employer;
- g) "farm worker" means an employee who is employed mainly or wholly in connection with farming activities, and includes a domestic worker employed in a home on a farm and a security guard employed on a farm or other agricultural premises, excluding a security guard, employed in the private security industry;
- h) "incapacity" means inability to work owing to sickness or injury;
- i) "ordinary hours of work" means the hours of work permitted in terms of clause 11;
- j) "overtime" means the time that the farm worker works during a day or in a week in excess of ordinary hours of work;
- k) "paid leave" means any annual leave, paid sick leave or family responsibility leave that a farm worker is entitled to in terms of Part E of this determination;
- l) "public holiday" means any day that is a public holiday in terms of the Public Holiday Act, 1994 (Act No. 36 of 1994);
- m) "remuneration" means any payment in money or in kind, or both in money and in kind, made or owing to any person in return for that person working for any other person, including the State;
- n) "wage" means the amount of money paid or payable to a farm worker in respect of ordinary hours of work or, if they are shorter, the hours a farm worker normally works in a day or week;
- o) "week" in relation to a farm worker, means the period of seven days within which the working week of that farm worker falls;
- p) "work place" means any place where farm worker works.

Appendix B: Example of Employment Contract suggested by Dept of Labour for Domestic Workers

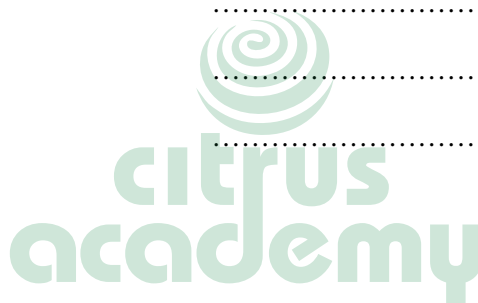
WRITTEN PARTICULARS (DOMESTIC WORKER)

Given by:

(herein after referred to as "the employer")

Address of employer:

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



(herein after referred to as "the employee")

1. Commencement

Employment will begin on and continue until terminated as set out in clause 6 of the guidelines.

2. Place of work

3. Job description

Job Title
(e.g.. Domestic worker, child minder, gardener, etc)

Duties: See attached job description

4. Hours of work (See Guideline 5)

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

Monday / Tuesday / Wednesday / Thursday / Friday: am to pm

Meal intervals will be from: to

Other breaks:

Saturdays: am to pm

Meal intervals will be from: to

Other breaks:

Sundays: am to pm

Meal intervals will be from: to

Other breaks:

Overtime will only be worked as agreed from time to time and will be paid at the rate of one and a half times of the total wage as set out in clause 5.2.

4.3 Standby will only be done if agreed from time to time whereby an allowance will be paid of at least R20,00 per standby shift.

5. Wage (See Guidelines 4 and 5)

5.1 The employees wage shall be paid in cash on the last working day of every week/month and shall be: R.....

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

5.2.1 A weekly/monthly transport allowance of R.....

5.2.2 Accommodation per week/month to the value of R.....

5.3 The following deductions are agreed upon:

..... R.....

..... R.....

..... R.....

5.4 The total value of the above remuneration shall be
(The total of clauses 5.1 to 5.2.2)
(Modify or delete clauses 5.2.1 to 5.2.2 as needed)
R.....

5.5 The employer shall review the employee's salary/wage on or before 1 November of every year.

6. Termination of employment

Either party can terminate this agreement with one weeks notice during the first six months of employment and with four weeks notice there after. Notice must be given in writing except when it is given by an illiterate domestic worker. In the case where the domestic worker is illiterate notice must be explained orally by or on behalf of the employer.

Sunday work

Any work on Sundays will be by agreement between parties and will be paid according to clause 7 of the guidelines.

8. Public Holidays

Any work on holidays will be by agreement and will be paid according to clause 8 of the guidelines.

9. 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 as coincide with that of the employer.

10. Sick leave

10.1 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.

10.2 During the first six months of employment the employee will be entitled to one day's paid sick leave for every 26 days worked.

10.3 The employee is to notify the employer as soon as possible in case of his/her absence from work through illness.

10.4 A medical certificate may be required if absent for more than 2 consecutive days or has been absent on more than two occasions during an eight-week period.

11. Maternity leave

(Tick the applicable clauses in the space provided).

11.1 The employee will be entitled to months maternity leave without pay; or ☐

11.2 The employee will be entitled to months maternity leave on pay ☐

13. Family responsibility leave

The employee will be entitled to five days family responsibility leave during each leave cycle if he or she works on at least four days a week.

14. Accommodation

(Tick the applicable boxes).

14.1 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. ☐

14.2 The accommodation may only be occupied by the worker, unless prior arrangement with the employer. ☐

14.3 Prior permission should be obtained for visitors who wish to stay the night. However where members of the employees direct family are visiting, such permission will not be necessary. ☐

15. Clothing (Delete this clause if not applicable)

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

16. Other conditions of employment or benefits

18. General

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

EMPLOYER

Acknowledgement of receipt by employee:

Date:

JOB DESCRIPTION

Indicate functions required by a 4 in the appropriate block

Child minding / baby sitting	☐	Laundry – machine wash	☐
Minding old/sick employer or relative	☐	Laundry – hand wash	☐
General tidying of house	☐	Hanging out of laundry	☐
Making of beds	☐	Washing of curtains	☐
Vacuuming of carpets	☐	Ironing	☐
Vacuuming of upholstery	☐	Small mending job, e.g. replacing buttons, hems, etc	☐
Dusting	☐	Defrosting and cleaning fridge & freezer	☐
Wiping down of all appliances e.g. T.V etc	☐	Cleaning of windows and glass doors inside and out	☐
Cleaning of walls, light switches, doors etc	☐	Cleaning of all used equipment e.g. vacuum cleaner	☐
Cleaning of ornaments	☐	Packing away of groceries	☐
Cleaning of toilets, basins, baths, showers, taps etc.	☐	Removal of refuse for collection	☐
Mopping of tiled/vinyl floors	☐	Sweeping of outside patios, steps, etc	☐
Cleaning of inside of cupboards	☐	Wiping down of outside lights	☐
Cleaning of stove and oven	☐	Cleaning of outside room's and cloakroom	☐
Preparation/cooking of breakfast	☐	General driving duties and errands	☐
Preparation/cooking of lunch	☐	Wash cars	☐
Preparation/cooking of supper	☐	Maintain garden in clean and tidy condition	☐
Setting of table	☐	Caring for pool	☐

Cleaning away after breakfast/lunch/supper	☐	Mow lawns	☐
Polishing of floors and verandas	☐	Weeding	☐
Cleaning brass and silver	☐	Trimming and pruning	☐
Washing of Walls	☐	Washing and grooming of dogs	☐
Other.....	☐	Painting of walls	☐
.....	☐		☐



Self-Assessment and Progress Check

An understanding of disciplinary rules and grievance procedures at farm level	☐ I have the answer, and am ready to start with assessment	☐ I am still not sure of this and am not ready to start assessment
An understanding of the value of a human resource policy and that access to it is known	☐ I have the answer, and am ready to start with assessment	☐ I am still not sure of this and am not ready to start assessment
The implication(s) of non-compliance of company rules and procedures	☐ I have the answer, and am ready to start with assessment	☐ I am still not sure of this and am not ready to start assessment
An understanding of labour legislation relevant and applicable to the workplace with specific reference to working hours, remuneration, safety, holidays, etc.	☐ I have the answer, and am ready to start with assessment	☐ I am still not sure of this and am not ready to start assessment
An understanding of the implication(s) of not complying with labour legislation	☐ I have the answer, and am ready to start with assessment	☐ I am still not sure of this and am not ready to start assessment
Ability to explain employment rights and responsibilities	☐ I have the answer, and am ready to start with assessment	☐ I am still not sure of this and am not ready to start assessment
An understanding of the need for job descriptions and the contents of it	☐ I have the answer, and am ready to start with assessment	☐ I am still not sure of this and am not ready to start assessment
An understanding of the value of a contract - should be able to explain it and interpret it	☐ I have the answer, and am ready to start with assessment	☐ I am still not sure of this and am not ready to start assessment
An understanding of the need for performance agreements and the functioning of such a system	☐ I have the answer, and am ready to start with assessment	☐ I am still not sure of this and am not ready to start assessment
An understanding of the need for personnel evaluation and the evaluation process	☐ I have the answer, and am ready to start with assessment	☐ I am still not sure of this and am not ready to start assessment
An understanding and awareness of all other agreements relevant to the work situation	☐ I have the answer, and am ready to start with assessment	☐ I am still not sure of this and am not ready to start assessment

An understanding of the need and value of Health and Safety rules and procedures	☐ I have the answer, and am ready to start with assessment	☐ I am still not sure of this and am not ready to start assessment
An awareness of the location of safety equipment	☐ I have the answer, and am ready to start with assessment	☐ I am still not sure of this and am not ready to start assessment
An awareness of the importance of the periodical checking of safety equipment	☐ I have the answer, and am ready to start with assessment	☐ I am still not sure of this and am not ready to start assessment
Personal hygiene practices can be identified, described and interpreted	☐ I have the answer, and am ready to start with assessment	☐ I am still not sure of this and am not ready to start assessment

