



HUMAN RESOURCES POLICY AND PROCEDURE

CONDITIONS OF EMPLOYMENT

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2. CONDITIONS OF EMPLOYMENT

2.1 PURPOSE

The purpose of this document is to outline the general terms, conditions and expectations of employment for Settlers Park Retirement Village. This policy is not intended to cover all situations; for specific expectations related to individual positions, please consult with the manager or supervisor.

2.2 STATEMENT

Settlers Park Retirement Village expects employees to use good judgement in performance of their duties and to maintain a satisfactory employee / employer relationship. Settlers Park Retirement Village expects its employees to do their best work in their positions, with integrity and a commitment to excellent service to the community within Settlers Park Retirement Village.

2.3 OBJECTIVES

The main objective of this policy is to ensure that Settlers Park Retirement Village values are reflected in each employees' work. In order to achieve this objective, it is important that all parties involved in Settlers Park Retirement Village have a clear understanding of the expectations, experiences and behavioural attributes required of them at Settlers Park Retirement Village.

2.4 SCOPE

The Conditions of Employment applies to:

- 2.4.1 All permanent vacant positions within Settlers Park Retirement Village
- 2.4.2 Full – time and part-time employees (half day and two third day employees) who are regarded as permanent employees
- 2.4.3 Temporary employees who have applied for permanent vacancies within Settlers Park Retirement Village
- 2.4.4 All Volunteer positions within Settlers Park Retirement Village

2.5 ROLE AND RESPONSIBILITIES

- 2.5.1 _____ (Position) is responsible for drafting and updating the policy in line with The Basic Conditions Of employment Act 75 of 1997

- 2.5.2 _____(Position) within the specific business units are responsible for the implementation of the Conditions of Employment Policy as well as ongoing advisory support to line managers
- 2.5.3 It is the line managers responsibility to ensure compliance with the Conditions of employment Policy

2.6 RELATED POLICIES AND DOCUMENTS

- 2.6.1 The Basic Conditions Of employment Act 75 of 1997
- 2.6.2 Individual Employment Contracts

2.7 TERMS AND CONDITIONS OF EMPLOYMENT

2.7.1 HOURS OF WORK AND OVER TIME

- 2.7.1.1 The employee will work 40 (forty) hours per week or 80 (eighty) hours in two weeks, from Monday to Sunday, according to the work schedule determined by the employer from time to time.
- 2.7.1.2 The employee shall be entitled to a meal interval of 60 (sixty) minutes after 5 (five) hours of work or 30 (thirty) minutes with the understanding that the employer works 7 (seven) shifts or 12 (twelve) hours in two weeks, unless the employee works for fewer than 6 (six) hours on a day. The employee will not be remunerated during the meal interval, unless the employee is required to work during the meal interval to perform duties that cannot be left unattended and cannot be performed by another employee.
- 2.7.1.3 The employee agrees to work such overtime as may be required by the employer on reasonable notice. Time worked in excess of normal working hours and exceeding 40 (forty) hours per week of 80 (eighty) hours in 2 (two) weeks will be deemed to be overtime only if the employee was required by the employer to work such overtime.
- 2.7.1.4 The rate of pay for overtime worked (except on Sundays and Public Holidays), will be 1,5 (one and a half) times the employee's hourly salary / wage, alternatively the employee's ordinary wage plus 30 (thirty) minutes paid time off for every

hour of overtime worked, alternatively 90 (ninety) minutes paid time off for each hour of overtime worked, at the discretion of the employer. The employer shall grant the employee the paid time off within 12 (twelve) months of the employee becoming entitled to it. Overtime will not be applicable on categories of employees whose salary levels exceeds the limits for overtime pay as set out in the Basic Conditions of Employment Act 75 of 1997. Only in exceptional cases will overtime hours not be given back as time worked.

- 2.7.1.5 The employee undertakes to work up to 12 (twelve) hours in a day, inclusive of meal intervals, without receiving overtime pay, subject to the maximum of 40 (forty) ordinary hours and a maximum of 15 (fifteen) hours overtime per week or 80 (eighty) hours in two weeks, if so required by the employer. The employer shall allow the employee a daily rest period of 12 (twelve) hours and a weekly rest period of 36 (thirty-six) consecutive hours. Alternatively, the employer may allow the employee a rest period of 60 (sixty) consecutive hours every 2 (two) weeks or a weekly rest period of 28 (twenty-eight) hours in the first week and 44 (forty-four) hours in the following week. Rest periods will be depend on duty roster e.g. if an employee works 46 (forty six) hours in one week, the rest period is 34 (thirty four) hours but during the week where the employer works 34 (thirty four) hours, the rest period is 46 (forty six).
- 2.7.1.6 The employee is responsible for arriving at the place of work on time. Should the employer provide transport to and from the workplace, such transport is not a condition of service and may be varied by the employer. The time in transit will not be considered to be working hours or to be on duty.
- 2.7.1.7 The employer may implement a system of shorttime under circumstances of reduction of work due to circumstances not within the control of the employer, on condition that the employer gives one clear days notice to the employee and inform the employee of the reasons for implementing shorttime. The employee shall not be entitled for payment during such shorttime period.

2.7.2 SUNDAY WORK

2.7.2.1 The employee undertakes to work on Sundays, in case of emergency and if so required by the employer.

2.7.2.2 If the employee normally works on Sundays, the employee will be remunerated at 1½ (one and a half) times his/her hourly salary/wage for each hour worked.

2.7.2.3 If the employee does not normally work on Sundays, the employee will be paid double his/her hourly wage for each hour worked, alternatively the employer may grant the employee paid time off equivalent to the difference in value between the employee's wage and the pay that the employee is entitled to for working on the Sunday. The paid time off shall be granted within 12 (twelve) months of the employee becoming entitled to it.

2.7.3 NIGHT WORK

2.7.3.1 The employee undertakes to work at night, if so required by the employer, at the normal wage rate but subject to the maximum of 48 (forty eight) per week minus meal times and overtime described above, alternatively, an agreement in writing may permit an employee to waive any rights of any payment of an allowance if the employee voluntarily requested to work/prefers to work night shifts

2.7.4 LEAVE

2.7.4.1 ANNUAL LEAVE

- i. The employee shall be entitled to 21 (twenty one) consecutive days paid leave per year, including weekends but excluding public holidays in respect of each period of 12 (twelve) months completed in the service of the employer, or 15 (fifteen) working days in respect of the same period.
- ii. Alternatively, at the discretion of the employer, the annual leave can be calculated at the rate of one day of paid vacation leave for every seventeen days the employee had worked, or was entitled to be paid.
- iii. The annual leave shall be reduced by the number of days of occasional leave on full remuneration granted to the employee at the employee's request.

- iv. Any request for annual leave will be submitted to the employer in writing and in turn be agreed upon or refused in writing. The leave shall be granted and be taken at a time to be fixed by the employer, with consideration of the operational requirements of the business, so as to commence within 6 (six) months after the completion of the 12 (twelve) months of employment to which it relates.
- v. No accrual of leave will be allowed. The employee hereby acknowledge and agrees that in the event of any leave carried over to a following leave cycle and not taken prior to the six (6) months period after the leave has become due to the employee will be forfeited by the employee. No accrued leave will be paid out to the employee at termination of service.
- vi. The employee is obliged to take leave during any period of closure of business.
- vii. Upon termination of employment, the employee will only be entitled to payment of any leave not yet taken prior to the termination of employment with regard to the prior and current leave cycle. This provision will only apply in the event of the employee being in the service of the employer for 4 (four) months or longer.
- viii. The employee and employer agree that the employee's remuneration for the period he/she will be on leave will be paid on the regular pay day.

2.7.4.2 PUBLIC HOLIDAYS

- i. The employee shall be entitled to the following paid public holidays:

*New Years Day,
Human Rights Day,
Good Friday,
Family Day,
Freedom Day,
Worker's Day,
Youth Day,
National Women's Day,
Heritage Day,
Day of Reconciliation,
Christmas Day,
Day of Goodwill*

- ii. The employee undertakes to work on public holidays if so required by the employer, in which case the employee will be entitled to double his/her normal hourly salary/wage.
- iii. The employee undertakes to work on public holidays at normal wage rate, if the employer and the majority of the employees in the workplace agree to exchange the public holiday for another day off at full pay.

2.7.4.3 SICK LEAVE

- i. During each sick leave cycle of 36 (thirty-six) months' employment with the employer, the employee shall be entitled to an amount of paid sick leave of 21 (twenty one) days per 12 months not exceeding 63 (sixty three) cycle.
- ii. During the first 6 (six) months of employment, the employee shall be entitled to 1 (one) day's paid sick leave for every 26 (twenty-six) days worked.
- iii. The employer may reduce the employee's sick pay and increase the number of days of sick leave proportionately in terms of the Act. The amount of sick leave can be increased in proportion to the percentage of reduction in salary.
- iv. Should the employee be absent for more than 2 (two) consecutive days or on more than 2 (two) occasions during an 8 (eight) week period or any day which precedes or follows a weekend, public holiday or a day free of service, the employee shall not be entitled to sick leave unless he/she produces a medical certificate stating that he/she was unable to work for the duration of his/her absence on account of illness or injury. The employer retains the right to expect the employee to subject himself / herself to an examination to obtain a second medical opinion regarding hi/her alleged illness / injury.
- v. The employee must inform the employer the day prior to the day he/she was supposed to have reported for duty of such absence and expected date of returning to work or as soon as the employee is aware of condition preventing him/her of being able to commence duty. The employer should also be informed of an address where the employee could be found should he/she wish to visit the employee.

2.7.4.4 MATERNITY LEAVE

- i. Female employees shall be entitled to four consecutive months maternity leave, commencing 4 (four) weeks before the expected date of birth or such other date as a medical practitioner or midwife may deem necessary.
- ii. The employee must notify the employer in writing of the date on which she intends to commence maternity leave and to return to work after maternity leave at least 6 (six) weeks in advance.
- iii. Should the employee fail to return to work on the return date specified by her or agreed with the employer, without a valid reason, her absence will be treated as unauthorised and may result in the termination of her service. It is the employee's responsibility to contact and confirm with the employer regarding date of return.
- iv. Maternity leave will be unpaid but the employer may assist the employee to claim maternity benefits in terms of the Unemployment Insurance Act.

2.7.4.5 FAMILY RESPONSIBILITY LEAVE

- i. The employee shall be entitled to 3 (three) days paid leave during each cycle of 12 (twelve) months of employment with the employer. This could be taken with the birth or illness of a child or in the event of the death of the employee's spouse, life partner, parent, adoptive parents, grandparents, child, adopted child, grandchild or sibling.
- ii. The employee shall notify the employer of the event, which necessitates the employee's absence, as soon as possible.
- iii. The employee shall not be entitled to payment for the absence unless the employee furnishes the employer with proof of the circumstances necessitating the absence.

2.7.5 REMUNERATION AND DEDUCTIONS

- 2.7.5.1 The employer shall pay the employee monthly/ weekly/ hourly, as directed by the individual employment contracts. This payment will be made less any deductions agreed upon or required by law (e.g. UIF, SDL) or and employee contributions to benefit funds (e.g. pensions, provident, medical aid etc.)

- 2.7.5.2 The Employer may only deduct money from the employee if the employee agrees or they are required to do so by law.
- 2.7.5.3 The employee will not be entitled to any other payments than normal remuneration and / or bonuses.
- 2.7.5.4 Should the employee be demoted as a result of disciplinary steps, the employee's wages will be adjusted accordingly.
- 2.7.5.5 The employee hereby authorises the employer to deduct from the wages, all amounts, which may be due by the employee to the employer for goods bought, clothing, medical aid scheme, saving schemes and money borrowed.
- 2.7.5.6 The employee shall not be remunerated for any period of unauthorised absence, including industrial action or during a valid lockout. The principle of no work no pay, shall apply.

2.7.6 TERMINATION OF CONTRACT

- 2.7.6.1 The employer or the employee, who wishes to terminate this contract, shall give the other party notice in writing:
- i. During the first 4 (four) weeks of employment, not less than 7 (seven) days.
 - ii. Longer than 4 (four) weeks but not yet one year: 14 (fourteen) days.
 - iii. After 1(one) year of employment: 4 (four) weeks notice.
- 2.7.6.2 The periods of notice set out above, shall not be applicable:
- i. In the case of summary dismissal in the event of disciplinary procedure.
 - ii. Should the employee desert or be absent from work without a valid reason for more than 5 (five) working days.
- 2.7.6.3 The employer shall have the right to pay the employee in lieu of notice.

2.7.6.4 RETIREMENT

- i. The employer may decide to re-employ a retired employee on a temporary basis. An employee may terminate service at age of 60 (sixty) years subject to correct procedure. An employee is compelled to retire at the age of 65 (sixty Five) years.
- ii. The employer may decide to hire a retired employee on a temporary basis for as long as the need may be.

2.7.6.5 DISMISSAL OF INCAPACITY

Should the employee be or become incapable of performing his / her duties as expected due to ill health or injury, the employer shall follow the guidelines set out in Section 189 of the Labour Relations Act, 1995.

2.7.6.6 RETRENCHMENT

- i. The employer shall have the right to terminate this contract for reasons based on the employer's economic, technological, structural or similar needs.
- ii. Should the employer contemplate the termination of this contract for these reasons, the employer shall follow the guidelines contained in Section 189 of the Labour Relations Act, 1995.
- iii. Should the employee's services be terminated as a result of these reasons, the employee shall be paid severance pay equal to one week's remuneration for each completed year of service with the employer.

2.7.6.7 DESERTION

An employee shall be regarded as having deserted from his employer's service after a continuous absence of five working days without notification to his employer of his whereabouts, provided that:

- i. The employer attempts to contact the employee in writing at the last-known address;
- ii. The employee was duly notified in writing of the necessity to furnish his employer with his address and any changes of address;

- iii. The employee shall be allowed a period of one month to lodge with his employer a written appeal against his dismissal;
- iv. After the aforementioned five days has lapsed, a notice of termination of service will be send to the employee by registered mail to his / her last-known postal address. Alternatively such notice will be handed to the employee to serve as notification that his / her services has been terminated on the said fifth day.