

EMPLOYMENT CONTRACT

EDUCATION EMPLOYMENT INITIATIVE: PHASE III

1. INTRODUCTION

- 1.1 This document contains the standard terms and conditions for the placement of Education Assistants and General School Assistants in schools as part of the PYEI in the Basic Education Sector.
- 1.2 In terms of Section 58 of the Public Service Regulations, 2016, an Executive Authority may appoint persons who are part of a developmental programme, including but not limited to, internships, learnerships and apprenticeships, on such terms and conditions that shall be determined by the Minister.
- 1.3 These conditions of placement for Education Assistants and General School Assistants shall apply to all assistants placed in schools as part of the Presidential Youth Employment Initiative, implemented in the Basic Education Sector.
- 1.4 By signing this contract, I accept that my personal information may be shared with other institutions for purposes of verification and that when processing such information, the school or Department of Education will comply with the POPI Act and all other applicable legislation.

2. DEFINITIONS

In this Document –

“department” means the KwaZulu-Natal Department of Education.

“employer” means the KwaZulu-Natal Department of Education or person acting on behalf of the employer.

“management” means any person employed by the department at a school or Provincial Education Department to lead or manage people/officials.

“Worker” means any person working as an Education Assistant and General School Assistant.

“Job placement” means a **temporary** job that someone does in an organisation **to gain** work experience on a short time basis.

“EA” means Education Assistant further categorised as Curriculum, Reading Champion and eCadre/ICT.

“GSA” means General School Assistant further categorised as Child and Youth Care Worker, Handyman and Sport and Enrichment Assistant.

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PRINCIPAL INITIAL _____

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3. PERIOD OF EMPLOYMENT

Education Assistants (EAs) and General School Assistants (GSAs) are employed on a contract basis. The period extends from 1 April 2022 to 31 August 2022.

4. TERMS OF-EMPLOYMENT

4.1 The placement of EAs and GSAs shall be guided by the following legislation:

4.1.1. Basic Conditions of Employment Act 75 of 1997;

4.1.2. Sectoral Determination 5: Learnership Sector, SA (Government Notice No. R234 as amended);
and

4.1.3. Compensation for Occupational Injuries and Diseases Act 130 of 1993 (COIDA).

4.2 The contract of an EA and GA is for a specified period only with no expectation of permanency or an extension of the contract.

5. NORMAL HOURS OF WORK

5.1 An employer shall not set tasks or hours of work that require the EA/GSA to work-

5.1.1 More than forty hours in any week;

5.1.2 On more than five days in any week; and

5.1.3 For more than eight hours on any day.

5.2 There will be no payment for work performed as overtime.

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6. MEAL BREAKS

- 6.1. The EA/GSA may not work for more than five hours without taking a meal break of at least thirty minutes' duration.

- 6.2 An employer may require the EA/GSA to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another person or educator. However, an employer must take reasonable steps to ensure that the EA/GSA is relieved of his or her duties to take such a meal break thereafter.

7. WEEKLY REST PERIOD

EA/GSA do not work on weekends, including public holidays, However, an EA/GSA may, in agreement with the manager, work on weekends and preferably Saturdays to perform work which must be done without delay and could not be performed by EA/GSA during their ordinary hours of work ("emergency work").

8. VACATION LEAVE

The EA/GSA is entitled to one-day vacation leave for every one full month that the EA/GSA has worked in terms of the contract.

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9. SICK LEAVE

- 9.1 The EA/GSA is entitled to take one day's sick leave for every full month that the EA/GSA has worked in terms of the contract if he/she is unable to report for duty due to illness or injury.
- 9.2 Accumulated sick-leave may not be transferred from one contract to another contract.
- 9.3 An employer may require the EA/GSA to produce a medical certificate stating that the EA/GSA was unable to work on account of sickness or injury if the EA/GSA is-
- 9.3.1 Absent from work for more than one day; or
 - 9.3.2 Absent from work on more than two occasions in any eight-week period.
- 9.4 A medical certificate must be issued and signed by medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.

10. FAMILY RESPONSIBILITY LEAVE

- 10.1 EAs/GSAs are entitled to a total of three days paid family responsibility leave for the term of contract in the following circumstances-
- 10.1.1 When the employees 's child is born;
 - 10.1.2 When the employees' child is sick;
 - 10.1.3 In the event of a death of-
 - 10.1.3.1 The employees parent, spouse or life partner;
 - 10.1.3.2 The employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

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11. **JOB DESCRIPTION**

An employer must give the EA/GSA a signed copy of this Employment Contract containing the conditions of employment, the Code of Conduct and a Job Description for the position of EA/GSA. These documents must be signed by the incumbent EA/GSA as acknowledgement of the contents contained therein.

12. **KEEPING RECORDS**

12.1 Every employer and school principal must keep written records of at least the following –

- 12.1.1 the EA/GSA's name and position; physical address and contact details;
- 12.1.2 copy of an acceptable EA/GSA identification
- 12.1.3 Payments made to each EA/GSA.
- 12.1.4 Attendance Register;
- 12.1.5 Performance Records;
- 12.1.6 Disciplinary action records, if any was ever taken against such EA/GSA, during the course of the programme;

12.2 The employer must keep this record for the period of the programme or at least three years after termination of the contract.

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13. PAYMENT

- 13.1 The EA/GSA is entitled to a gross monthly stipend of R4081.44 per month with 1% deduction for UIF.
- 13.2 An employee must be paid stipends in full every month into the employee's bank account. The stipend will be paid on the last day of every month. If the last day falls on a weekend or public holiday, the stipend will be paid on the last working day of the month.
- 13.3 The payment must be directly deposited into a bank account designated by the EA/GSA.
- 13.4 The EA/GSA may not be paid less than the stipend stated in the contract of employment if the employee worked the full month.
- 13.5 An employer must give the EA/GSA the following information in writing, upon request:
 - 13.5.1 The period on which payment is made;
 - 13.5.2 The EA/GSA's earnings;
 - 13.5.3 Any money deducted from payment;
 - 13.5.4 The actual amount to be paid to the EA/GSA.

14. DEDUCTIONS

- 14.1 An employer shall not deduct money from the EA/GSA's payment without the EA/GSA's consent unless the deduction is required in terms of the law.
- 14.2 An employer must deduct and pay to the Department of Employment and Labour, Unemployment Insurance Fund (UIF) that the EA/GSA is required to pay.
- 14.3 An employer may deduct any money that was overpaid to the EA/GSA erroneously.
- 14.4 An employer may not require or allow the EA/GSA to pay the employer or any person for having been employed.
- 14.5 An employer may deduct from the stipend of the EA/GSA the amount equal to the number of days that the Assistant took leave that is outside the allocated leave days.

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15. HEALTH AND SAFETY

15.1 Employer must take all reasonable steps to ensure that the working environment is healthy and safe.

15.2 The EA/GSA must-

15.2.1 Work in a way that does not endanger his /her health safety or that of any other person;

15.2.2 Obey any health and safety instruction;

15.2.3 Obey all health and safety rules of the employer;

15.2.4 Use any personal protective equipment or clothing issued by the employer; and

15.2.5 Report any accident near-miss incident or dangerous behaviour by another person to their employer or manager.

16. COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES

16.1 It is the responsibility of the employers to arrange for all persons employed to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1994.

16.2 The EA/GSA must report any work –related injury or occupational disease to their employer or manager.

16.3 The employer must report the accident or disease to the compensation commissioner.

16.4 An employer must pay the EA/GSA who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months or up to the last day of the contract; whichever occurs first. The employer will be refunded this amount by the compensation commissioner. This does not apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

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17. PERFORMANCE MANAGEMENT

17.1 The performance of the EA/GSA shall be based on the execution of functions as stipulated in the Job Description and the EA/GSA, by signing the Job Description, agrees to perform all the functions as contained in the said document to the best of his/her ability.

17.2 The employer must assess the performance of the Assistant on an ongoing basis and this must also be done formally on a monthly basis in the prescribed format.

18. TERMINATION OF CONTRACT

18.1 The employer may terminate the employment of the EA/GSA for good cause after following a fair procedure.

18.2 The EA/GSA will not receive a severance pay on termination of the contract.

18.3 The EA/GSA who wishes to resign should advise the employer in advance in writing of such intention.

18.4 The EA/GSA who is absent for more than five consecutive days without approval of the employer or informing the employer will have terminated the contract.

18.5 The EA/GSA who does not attend required training events, without good reason, will have terminated the contract.

18.6 The EA/GSA who contravene any of the conditions signed in the contract would have terminated their contract, and the school can terminate the contract.

18.7 The EA/GSA who was appointed to the position based on information that was misrepresented shall be dismissed.

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19. GRIEVANCE AND DISPUTE RESOLUTION PROCEDURE

- 19.1 The EA/GSA shall in cases of unfair labour practice, lodge/file a grievance with the employer against his/her fellow employees or the manager.
- 19.2 Grievances may include cases of harassment, bullying, discrimination and also issues concerning treatment.
- 19.3 The EA/GSA should report a grievance with regards to the above firstly to his/her supervisor or manager if it is against fellow employees, and to the employer if it is against the manager.
- 19.4 For record purposes, the grievance should be in writing and dealt with as speedily as possible and the decision taken in the process must also be in writing.
- 19.5 If the EA/GSA feels dissatisfied with the decision of the manager or employer, he/she may refer a dispute to the Commission for Conciliation, Mediation and Arbitration (CCMA).

20. CERTIFICATE OF SERVICE

On termination of placement, the EA/GSA may request a certificate stating –

- 20.1 the EA/GSA's full name;
- 20.2 the name and address of the employer;
- 20.3 Project which the EA/GSA worked on;
- 20.4 The work performed by the EA/GSA;
- 20.5 Any training received by the EA/GSA as part of the project;
- 20.6 The period for which the EA/GSA worked on the project;
- 20.7 Any other information agreed on between the employer and the EA/GSA.

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21. UNEMPLOYMENT INSURANCE FUND

The payment in respect of both the Employee and Employer share will be made by way of direct transfer to the Department of Employment & Labour.

22. PARTICIPATION IN THE COMPULSORY TRAINING

22.1 An EA/GSA is expected to participate in the compulsory Generic Orientation, SOP for COVID-19 and NSSF.

22.2 Failure to attend and complete the compulsory training may result in termination of this contract.

22.3 Failure to provide proof of attendance and completion of modules for the compulsory trainings, may result in termination of contract.

23. SUBMISSION OF PERSONAL INFORMATION TO THE SCHOOL

By submitting my personal information in any form to the school or the Department of Education, I acknowledge that such conduct constitutes a reasonable unconditional, specific voluntary written consent to the processing, sharing, transferring and verification of such personal information by the school or Department of Education for the purpose including but not limited to:

23.1 The South Revenue Services (SARS) disclosing my taxpayer information in terms of section 69(6)(b) of the Tax Administration Act, 2011 (Act No.28 of 2011).

23.2 Verification of my information against the information held in the various databases such as at the Department of Home Affairs, the Department of Employment and Labour, in particular with the Unemployment Insurance Fund and the Workman's Compensation Fund.

23.3 Commercial banks registered in South Africa to confirm my financial status.

23.4 SASSA to verify my information against their database for any social grants I may be a beneficiary thereof.

23.5 SAPS and Sexual Offenders Register for verification of lack of criminal records.

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24. NOTICES & DOMICILIUM

The parties choose as their *domicilium citandi et executandi* their respective addresses set out in this clause for all purpose arising out of or in connection with this Employment Contract at which addresses all the processes and notices arising out of or in connection with this Employment Contract, its breach or termination may validly be served upon or delivered to the parties.

(a) **School** - :

(b) **The EA/GSA at his/her residential address:**

(c) Or such other address, not being a post office box or poste restante, of which the party concerned, may notify the other in writing. You will inform the Department in writing of any change in your *domicilium* within a week of such change.

Any notice given in terms of this Undertaking shall be in writing and shall be delivered by hand/ post be deemed to have been duly received by the addressee on the date of delivery.

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25. UNDERTAKING

I(Full Name) acknowledge having read the terms and conditions together with in this Employment Contract, I fully understand and accept same and undertake to carry out my duties to the best of my ability.

This UNDERTAKING constitutes the contract between the Parties.

SIGNED at this day of
 20.....

FOR AND ON BEHALF OF THE EMPLOYER:	AS WITNESS:
SIGNATURE: (DULY AUTHORISED)	SIGNATURE:
NAME:	NAME:

SIGNED at this day of
 20.....

EA/GSA:	AS WITNESS:
SIGNATURE:	SIGNATURE:
NAME:	NAME: