

Annexure G: CONDITIONS OF EMPLOYMENT FOR EDUCATION ASSISTANTS AND OTHER ASSISTANT

CONDITIONS OF EMPLOYMENT FOR EDUCATION ASSISTANTS AND OTHER ASSISTANTS

1. INTRODUCTION

- 1.1 This document contains the standard terms and conditions for the employment of Education Assistant and Other Assistant

2. DEFINITIONS

- 2.1 In this Document –

“department” means the Provincial Education Department

“employer” means the Provincial Education Department

“management” means any person employed by the department at a school or Provincial Education Department.

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

3. TERMS OF WORK

- 3.1 Education Assistants (EAs) and Other Assistants (OAs) are employed on a temporary or contract basis.

4. NORMAL HOURS OF WORK

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

4.1.1 More than forty hours in any week;

4.1.2 On more than five days in any week; and

4.1.3 For more than eight hours on any day.

- 4.2 An employer and EA/OA may agree that the EA/OA will work four days per week. The EA/OA may then work up to ten hours per day.

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4.3 An employer and EA/OA may agree that the EA/OA will work four days per week. The EA/OA may then work up to ten hours per day.

5. MEAL BREAKS

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

5.2 An employer and the EA/OA may agree on longer meal breaks

5.3 The EA/OA may not work during meal break, however an employer may require the EA/OA to perform duties during meal break if those duties cannot be left unattended and cannot be performed by another EA/OA. An employer must take reasonable steps to ensure that the EA/OA is relieved of his or her duties during meal break.

5.4 The EA/OA who is paid on the basis of time worked must be paid if the EA/OA is required to work or be available during the meal break.

6. DAILY REST PERIOD

6.1 Every EA/OA is entitled to a daily rest period of at least twelve consecutive hours. The daily rest period is measured from the time the EA/OA ends work on one day until the time an EA/OA starts work on the next day.

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7. WEEKLY REST PERIOD

7.1 Every EA/OA must have two days off every week (Normally Saturdays and Sundays or public holidays). An EA/OA may only work on their day off to perform work which must be done without delay and cannot be performed by EA/OA during their ordinary hours of work ("emergency work").

8. SICK LEAVE

8.1 Only EA/OA who work more than 24 hours per month have the right to claim sick-pay in terms of this clause.

8.2 The EA/OA who is unable to work on account of illness or injury is entitled to claim one day's sick leave for every full month that the EA/OA has worked in terms of the contract.

8.3 The EA/OA may accumulate a maximum of twelve day's sick leave in a year.

8.4 Accumulated sick-leave may not be transferred from one contract to another contract.

8.5 An employer must pay an EA/OA sick pay on the EA/OA's usual payday.

8.6 Before paying sick day, an employer may require the EA/OA to produce a certificate stating that the EA/OA was unable to work on account of sickness or injury if the EA/OA is-

8.6.1 Absent from work for more than two consecutive days: or

8.6.2 Absent from work on more than two occasions in any eight-week period.

8.7 A medical certificate must be issued and signed by medical practitioner, a qualified nurse or s clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.

8.8 The EA/OA is not entitled to paid sick-leave for a work related injury or occupational disease for which the EA/OA can claim compensation under the Compensation for Occupational Injuries and Diseases Act, No 130 of 1993 (COIDA).

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8.9 The EA/OA is not entitled to paid sick-leave for a work related injury or occupational disease for which the EA/OA can claim compensation under the Compensation for Occupational Injuries and Diseases Act, No 130 of 1993 (COIDA).

9. FAMILY RESPONSIBILITY LEAVE

9.1 The EA/OA is not entitled to paid sick-leave for a work related injury or occupational disease for which the EA/OA can claim compensation under the Compensation for Occupational Injuries and Diseases Act, No 130 of 1993 (COIDA).

9.2 who work at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances-

9.2.1 When the employees 's child is born;

9.2.2 When the employees' child is sick;

9.2.3 In the event of a death of-

9.2.3.1 The employees parent spouse or life partner

9.2.3.2 The employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

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10. STATEMENT OF CONDITIONS

10.1 An employer must give the EA/OA is not entitled to paid sick-leave for a work related injury or occupational disease for which the EA/OA can claim compensation under the Compensation for Occupational Injuries and Diseases Act, No 130 of 1993 (COIDA).

10.2 this document containing the conditions of employment and a statement containing the following details at the start of employment –

10.2.1 The employers 'name and address;

10.2.2 The task or job that the EA/OA is to perform; and

10.2.3 The period for which the EA/OA is hired or, if this is not certain, the expected duration of the contract;

10.2.4 The EA/OA's rate of pay and how this is to be calculated;

10.2.5 The training that the EA/OA's will receive.

11. KEEPING RECORDS

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

11.1.1 the EA/OA's name and position;

11.1.2 copy of an acceptable EA/OA identification

11.1.3 Payments made to each EA/OA.

11.2 The employer must keep this record for period of at least three years after termination of contract

12. PAYMENT

12.1 An employer must pay all stipends at least monthly into an employee's bank account.

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- 1.1 The EA/OA may not be paid less than the minimum stipend stated in the contract of employment. This will be adjusted annually.
- 1.2 Payment must be directly deposited into a bank account designated by the EA/OA.
- 1.3 An employer must give the EA/OA the following information in writing
 - 1.3.1 The period which payment is made;
 - 1.3.2 The numbers of tasks completed or hours worked;
 - 1.3.3 The EA/OA's earnings;
 - 1.3.4 Any money deducted from payment;
 - 1.3.5 The actual amount to be paid to the EA/OA.

2. **Deductions**

- 2.1 An employer may not deduct money from the EA/OA's payment unless the deduction is required in terms of the law.
- 2.2 An employer must deduct and pay to the SA Revenue Service any income tax that the EA/OA is required to pay.
- 2.3 An employer who deduct money from the EA/OA 's pay for payment to another person must pay the money to that person within the time frame period and other requirements specified in the agreement law, court order or arbitration award concerned.
- 2.4 An Employer may not require or allow the EA/OA to –
 - 2.4.1 repay any payment except an overpayment previously made by mistake;
 - 2.4.2 state the EA/OA receives a greater amount of money than the employer actually paid the EA/OA; or
 - 2.4.3 Pay the employer or any person for having been employed.

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3. HEALTH AND SAFETY

- 3.1 Employers must take all reasonable steps to ensure that the working environment is healthy and safe.
- 3.2 The EA/OA must-
 - 3.2.1 Work in a way that does not endanger his /her health safety or that of any other person;
 - 3.2.2 Obey any health and safety instruction;
 - 3.2.3 Obey all health and safety rules of the employer;
 - 3.2.4 Use any personal protective equipment or clothing issued by the employer;and
 - 3.2.5 Report any accident near –miss incident or dangerous behaviour by another person to their employer or manger.

4. COMPENSATION FOR INJURIES AND DISEASES

- 4.1 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.
- 4.2 The EA/OA must report any work –related injury or occupational disease to their employer or manager.
- 4.3 The employer must report the accident or disease to the compensation commissioner.
- 4.4 An employer must pay the EA/OA who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. 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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5. TERMINATION

- 5.1 The employer may terminate the employment of the EA/OA for good cause after the following a fair procedure.
- 5.2 The EA/OA will not receive a severance pay on termination.
- 5.3 The EA/OA will not require to give notice to terminate employment. However, the EA/OA who wishes to resign should advice the employer in advance to allow the employer to find a replacement.
- 5.4 The EA/OA who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the EA/OA may be re-engaged if a position becomes available.
- 5.5 The EA/OA who does not attend required training events, without good reason, will have terminated the contract. However the EA/OA may be re-engaged if a position becomes available.

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6. **CERTIFICATE OF SERVICE**

6.1 On termination of employment, the EA/OA is entitled to a certificate stating –

- 6.2 the EA/OA's full name;
- 6.3 the name and address of the employer;
- 6.4 Project which the EA/OA worked ;
- 6.5 The work performed by the EA/OA ;
- 6.6 Any training received by the EA/OA as part of the project;
- 6.7 The period for which the EA/OA worked on the project;
- 6.8 Any other information agreed on between the employer and the EA/OA.

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