

- (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.
- (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 LEAVE<sup>5</sup>

- (1) A farm worker is entitled to at least four consecutive month's maternity leave.
- (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.
- (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.
- (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.
- (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.
- (6) Notification in terms of sub-clause (5) must be given -

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<sup>5</sup> In terms of section 187(1)(e) of the Labour Relations Act, 1995, the dismissal of a farm worker 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 farm worker may claim maternity benefits in terms of the Unemployment Insurance Act, 2001.

- (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.
- (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.
- (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 17 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**

- (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.<sup>6</sup>
- (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.
- (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.

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<sup>6</sup> 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.

- (4) Subject to the Constitution of the Republic of South Africa, all forced labour is prohibited.
- (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).
- (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.
- (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; and
  - (c) without limiting sub-clause (2), to work with chemicals.

## **PART G: TERMINATION OF EMPLOYMENT**

### **26. TERMINATION OF EMPLOYMENT**

- (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 more than six months.
- (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.
- (3)
  - (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.

- (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 21.
  - (b) not run concurrently with any period of leave to which the farm worker is entitled in terms of this determination, except sick leave.
- (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.
- (6) Nothing in clauses 26, 27, 28 and clause 29 of this determination affects the rights of farm workers accrued in terms of any land reform processes.<sup>7</sup>

## **27. PAYMENT INSTEAD OF NOTICE**

- (1) Instead of giving a farm worker notice in terms of this clause, an employer may pay the farm worker the remuneration the farm worker would have received, if the farm worker had worked during the notice period.
- (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 remuneration referred to in sub-clause (1), unless the employer and the farm worker agree otherwise.

## **28. ACCOMMODATION, LIVESTOCK AND CROPS ON TERMINATION**

- (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

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<sup>7</sup> The Land Reform (Labour Tenancy) Act No 3 of 1996, Extension of Security of Tenure Act No 62 of 1997

- (b) in terms of clause 27.
- (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.
- (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).
- (4) (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.
- (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

- (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 11;
  - (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 clause 21(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

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

- (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) a description of any council or sectoral employment standards by which the employer's business is covered;

- (d) the date of commencement and date of termination of employment;
- (e) the title of the job or brief description of the work for which the farm worker was employed at the date of termination;
- (f) the remuneration at the date of termination;
- (g) any relevant training received by the farm worker;
- (h) the pay at date of termination; and
- (i) if the farm worker requests, the reason for termination of employment.

### **32. KEEPING OF SECTORAL DETERMINATION**

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

### **33. TEMPORARY EMPLOYMENT SERVICES**

- (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.
- (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.
- (3) The employment service and the client are jointly and severally liable to comply with this determination in respect of its farm workers.
- (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.
- (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

- (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

- (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-

“agreement” includes a collective agreement;

“Basic Conditions of Employment Act” means the Basic Conditions of Employment Act, 1997 (Act 75 of 1997)

“child” means a person who is under 18 years of age;

“day” means, for the purposes of measuring hours of work, a period of 24 hours, measured from the time when a farm worker normally commences work;

“dispute” includes an alleged dispute;

“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;

“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;

“forestry sector” refers to forestry operations related to the planting, growing, tending and harvesting of trees. Forestry operations end at the gate to the plantation.

“incapacity” means inability to work owing to sickness or injury;

“ordinary hours of work” means the hours of work permitted in terms of clause 11;

“overtime” means the time that the farm worker works during a day or in a week in excess of ordinary hours of work;

“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;

“payment in kind” means any payment other than cash made or owing to the farm worker, to a value agreed to in either a contract of employment, collective agreement, provided that the agreed value may not be less than the cost to the employer or farm owner of providing the payment in kind;

“public holiday” means any day that is a public holiday in terms of the Public Holiday Act, 1994 (Act No. 36 of 1994);

“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;

“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;

“week” in relation to a farm worker, means the period of seven days within which the working week of that farm worker falls;

“work place” means any place where farm worker works.

Sample of written particulars  
Provided free of charge  
by the Department of Labour

**WRITTEN PARTICULARS OF EMPLOYMENT**  
**(FARM WORKER)**

Given by:

\_\_\_\_\_  
(herein after referred to as "the employer")

Address of employer: .....  
.....  
.....

to

\_\_\_\_\_  
(herein after referred to as "the employee")

**1. Commencement**

Employment started/will start on ..... and  
continue until terminated in terms of clauses 1 and 2 of the guidelines.

**2. Place of work** .....

**3. Job description**

Job Title Farm Worker : .....  
Tractor driver/truck driver/general worker etc.

Duties:

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

.....

.....

.....

.....

.....

**4. Hours of work**

4.1 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: ..... a.m to ..... pm

Meal intervals will be from: ..... to .....

Other breaks: .....

Sundays: ..... am to ..... pm

Meal intervals will be from:..... to .....

Other breaks: .....

4.2 Hours of work will be extended with by not more than five hours per week during ..... and reduced by the same hours during .....

4.3 Overtime will only be worked as agreed from time to time and will be paid at the rate of one and a half times of the total wage as set out in clause 5.3 of the guidelines.

**5. Wage**

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:

- 5.2.2 Accommodation per week/month to the value of: R.....
- 5.2.3 Food 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 5.3.)* R.....  
*(Modify or delete clauses 5.2. to 5.3 as needed)* \_\_\_\_\_
- 5.5 The employer shall review the employee's salary/wage on or before 1  
 March of every year.

## 6. Termination of employment

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

On giving notice of termination of employment the employer is to provide the employee who resides in accommodation that belongs to the farmer accommodation for a period of a month. A farmer is also obliged to allow the farm worker who has standing crops on the land a reasonable time to harvest the crop or the farmer may pay the worker an agreed amount for that crop.

## 7. Sunday work

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

## 8. Public Holidays

Any work on public 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

**12. Family responsibility leave**

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

**13. Accommodation**

*(Tick the applicable boxes).*

- 13.1 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.
- 13.2 The accommodation may only be occupied by the worker and his/her immediate family, unless by prior arrangement with the employer.
- 13.3 Prior permission should be obtained for visitors who wish to stay the night. However where members of the employee's direct family are visiting, such permission will not be necessary.

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

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

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

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

**15. Other conditions of employment or benefits**

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

**16. General**

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

.....  
EMPLOYER

Acknowledgement of receipt by employee:

.....

Date: .....

## **GUIDELINES**

### **1. Notice period and termination of employment**

In terms of the Sectoral Determination, any party to an employment contract must give written notice, except when an illiterate farm worker gives it, as follows:

- One week, if employed for six months or less
- Four weeks if employed for more than six months.

Notice must be explained orally by or on behalf of the employer to a farm worker if he/she is not able to understand it.

The employer is required to provide the farm worker who resides in accommodation that is situated on the premises of the employer or that is supplied by the employer, 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.

The farm worker is entitled to keep livestock on the premises for a period of one month or until the contract of employment could lawfully have been terminated.

The farm worker who has standing crops on the land is entitled to tend to those crops, 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.

All monies due to the farm worker for any wages, allowance or other payments that have not been paid, paid time-off not taken and pro-rata leave must be paid.

### **2. Procedure for termination of employment**

Whilst the contract of employment makes provision for termination of employment, it must be understood that the services of an employee may not be terminated unless a valid and fair reason exists and fair procedure is followed. If an employee is dismissed without a valid reason or without a fair procedure, the employee may refer the matter to the CCMA for assistance.

Pro-rata leave and severance pay is payable.

In the event of a farm worker being unable to return to work due to disability, the employer must investigate the nature of the disability and ascertain whether or not it is permanent or temporary. The employer must try to accommodate the employee as far as possible for example, amending or adapting their duties to suit the disability. However, in the event of it not being possible for the employer to adapt the farm worker's duties and/or to find alternatives due to the disability, then such employer may terminate the services of the farm worker.

The Labour Relations Act, 66 of 1995 sets out the procedures to be followed at the termination of services in the Code of Good Practice, in Schedule 8.

### **3. Wage/Remuneration/Payment**

There is a prescribed minimum wage. Additional payments (such as for overtime or work on Sundays or Public Holidays) are calculated from the total wage as indicated in clause 5.3 of the contract. The total remuneration is the total of the money received by the employee and the payment in kind, which may not be more than 10% each of the wage for food and accommodation.

### **4. Transport allowances**

Sectoral Determination 13: Farm workers Sector, South Africa does not regulate this and is therefore open to negotiation between the parties.

### **5. Hours of work**

#### **5.1 Normal hours (excluding overtime)**

A farm worker may not be made to:

- work more than 45 ordinary hours a week;
- work more than nine hours per day for a five day work week; and
- work more than eight hours a day for a six day work week.

#### **5.2 Extension of ordinary hours of work**

By written agreement, ordinary hours of work may be extended by not more than five hours per week for a period of not more than four months and be reduced by the same number of hours during a period of the same duration in the same twelve-month period.

The employer must pay the farm worker the wage he/she would have received for his/her normal hours worked.

Extended hours not reduced must be paid as overtime on termination.

#### **5.3 Overtime**

A farm worker may not work more than 15 hours overtime per week but may not work more than 12 hours on any day, including overtime.

Overtime must be paid at 1.5 times the employee's normal wage or an employee may agree to receive paid time off.

#### **5.4 Daily and weekly rest periods**

- 5.4.1 A daily rest period of 12 consecutive hours and a weekly rest period of 36 consecutive hours, which must include Sunday, unless otherwise agreed, must be allowed.

5.4.2 The daily rest period may by agreement be reduced to 10 hours for an employee who lives on the premises whose meal interval lasts for at least three hours.

5.4.3 The weekly rest period may by agreement be extended to 60 consecutive hours every two weeks or be reduced to eight hours in any week if the rest period in the following week is extended equivalently.

## 5.5 Night work

5.5.1 Night work means work performed after 20:00 and before 04:00

5.5.1 Only worked if agreed to in writing and must be compensated by an allowance of at least 10% the ordinary daily wage and if transport is available.

## 6. Meal intervals

A farm worker is entitled to a one-hour break for a meal after not more than five hours work. Such interval may be reduced to 30 minutes, by agreement between the parties. When a second meal interval is required because of overtime worked, it may be reduced to not less than 15 minutes. If required or permitted to work during this period, remuneration must be paid.

## 7. Work on Sundays

Must be paid as follows:

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.

A farm worker who does not reside on the farm who works on a Sunday must be regarded as having worked at least two hours on that day.

## 8. Public Holidays

The days mentioned in the Public Holidays Act must be granted but the parties can agree to further public holidays. Work on a public holiday is entirely voluntary and a farm worker may not be forced to work on such public holiday.

The official public holidays are:

New Years Day	Youth Day
Human Rights Day	National Woman's Day
Good Friday	Heritage Day
Family Day	Day of Reconciliation
Freedom Day	Christmas Day
Workers Day	Day of Goodwill

Any other day declared an official public holiday from time to time must also be granted.

These days can be exchanged for any other day by agreement.

If the employee works on a public holiday he/she shall be paid double the normal day's wage.

### **9. Annual Leave**

Annual leave may not be less than three weeks per year for full-time workers or by agreement, one day for every 17 days worked or one hour for every 17 hours worked.

The leave must be granted not later than six months after completion of the period of 12 consecutive months of employment. The leave may not be granted concurrent with any period of sick leave, nor with a period of notice of termination of the contract of employment.

### **10. Sick leave**

During every sick leave cycle of 36 months an employee is 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.

During the first six months of employment, an employee is entitled to one day's paid sick leave for every 26 days worked.

The employer is not required to pay an employee if the employee 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 employee was unable to work for the duration of the employee's absence on account of sickness or injury.

### **11. Maternity leave**

The employee is entitled to at least four consecutive months' maternity leave. The employer is not obliged to pay the farm worker for the period for which she is off work due to her pregnancy. However the parties may agree that the farm worker will receive part of or her entire salary/wage for the time that she is off due to pregnancy.

**12. Family responsibility leave**

Employees employed for longer than four months and for at least four days a week are entitled to take three days' paid family responsibility leave during each leave cycle when the employee's child is born, or when the employee's child is sick or in the event of the death of the employee's spouse or life partner or parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

**13. Deductions from the remuneration**

The Sectoral Determination prohibits an employer from deducting any monies from the farm worker's wages without his/her written permission.

A deduction of not more than 10% each of the wage may be deducted for food and accommodation provided on a consistent and regular basis and provided the house has a roof that is durable and waterproof, has a glass window that can be opened, electricity and water on tap is available inside the house and a flush toilet or pit latrine is available inside or in close proximity to the house.

**14. Other issues**

There are certain other issues which are not regulated by the Sectoral Determination such as probationary periods, right of entry to the employer's premises, afternoons off, weekends off and pension schemes, medical aid schemes, training/school fees, funeral benefits and savings account. However the aforementioned may be negotiated between the parties and included in the contract of employment.

**15. Prohibition of Employment**

The Sectoral Determination prohibits employment of any person under the age of 15 and it is therefore important for an employer to verify the age of the farm worker by requesting a copy of the identity document or birth certificate.

**16. Other conditions of employment**

There is no provision, which prevents any other conditions of employment being included in a contract of employment but any provision, which sets conditions, which are less favourable than those set by the Determination, would be invalid.

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These guidelines are not meant to be a complete summary of the Sectoral Determination and/or legal advice. Should there be any doubt as to rights and/or obligations in terms of the Act or terms of any clause of the suggested Contract of Employment, such queries can be directed to the local offices of the Department of Labour, that will gladly assist.

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