

**CONDITIONS OF SERVICE AND ROLE DESCRIPTION**

between

---

(Employer)

and

---

(Employee)

## SECTION 01: INTRODUCTION

The caretaker will be accountable for the effective day to day running of the estate domestic and security matters, including but not limited to the day to day management of all security matters within the estate, the day to day management of the gardens, all maintenance aspects and the aesthetical upkeep of the communal areas within the estate, as well as handyman duties as the need arises.

The provisions of these Conditions of Service shall apply from date of Appointment and shall supersede all verbal and/or written Conditions of Service.

Acceptance of these conditions of service will be deemed as accepted by the employee when he enters the service of the employer.

## SECTION 02: DEFINITIONS

In these Conditions of Service, unless it appears otherwise from context, each expression shall have the meaning assigned to it as listed below:

1. **Calendar month.**

A period calculated from and including the first day of the month to the last thereof.

2. **Employee.**

A person who is in the service of, or undertakes work for the employer and who receives, or is entitled to receive a salary.

3. **Employer.**

The signatories hereto.

4. **Hourly Tariff.**

The basic annual salary divided by 250 (working days of an average year) and divided by the number of working hours per day, being 9.

5. **Overtime.**

All prior approved working time which exceeds 45 hours per week.

6. **Period of Service.**

The period extending from the date of appointment to the date of final termination of service with the employer.

7. **Public Holidays.**

The days generally accepted nationally as public holidays, for these Conditions of Service, being: 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 Conciliation; Christmas Day; Day of Goodwill.

8. **Short Time.**

Any time lost during the prescribed daily working hours.

9. **Pension Fund.**

If applicable and accepted to in writing by the employer.

---

**10. Unemployment Insurance Fund (U.I.F.).**

A fund which will provide a salary benefit for an employee, if unemployed, subject to the conditions of the U.I.F.

**11. Workmen's Compensation.**

Accident cover for an employee whilst on duty, subject to the Workmen's Compensation Act.

**SECTION 03: EMPLOYMENT**

**12. Appointment.**

The employee will be appointed on a part time basis with flexible working hours as agreed to by both parties.

**13. Working hours.**

The employee will be required to work 3 hours per day, three days starting at 0600, and three days starting at 0700, two Saturdays per month, and will be available for emergency call outs after hours when required. It is the expectation that the employee will function autonomously. Weekly and monthly reporting of status and progress on issues being executed shall be reported to the board of directors. Monthly attendance of the employee at the board meetings will be compulsory.

**14. Short Time.**

Short time will, where applicable, be recovered from the employee's salary as will unauthorised leave taken.

**15. Acceptance.**

The employee if employed, must, before assuming duty, accept the Conditions of Service in writing.

**16. Medical Examinations.**

Before any appointment will be valid, the employee must submit, if so required, a satisfactory medical certificate from a medical practitioner advising the employer of the capabilities of the employee of fulfilling the duties as determined by the employer. The employee may be required at any time during his period of service to undergo further medical examinations and to submit the results of such examination. Expenses incurred in this regard will be paid by the employer.

**SECTION 04: REMUNERATION**

**17. Salary.**

The employee's salary is calculated from the date of appointment. Salary increases to be reviewed annually at the discretion of the employer.

**18. Date of Payment.**

The employee's salary will be paid on or about the 25th of each month.

**19. Bonus.**

A bonus may, at the discretion of the employer, be paid to an employee in December or other date as decided, of a particular year. This bonus shall in no way be considered to be represented as a 13th cheque, or double salary.

20. **Overtime.**

The employee may be required to work overtime if circumstances so necessitate.

20.1 Tariffs: Mondays to Saturdays inclusive, and non statutory holidays:

- a. 1 and 1 third x hourly tariff for the first six hours per week.
- b. 1 and 1 half x hourly tariff for overtime worked after the first six hours per week.

20.2 Tariffs: Sundays:

- a. 2 x hourly tariff for the whole period worked.

20.3 Tariffs: Statutory Holidays:

- a. 2 x hourly tariff for the whole period worked.

21. **Overpayment.**

The employer reserves the right to recover any over-payment made to the employee.

**SECTION 05: FRINGE BENEFITS**

22. **Pension Fund.**

Not applicable.

23. **Medical Expenses.**

The employee must ensure that he makes sufficient arrangements for his own medical expenses.

24. **Accident Cover.**

The employee will be covered against injury sustained whilst on duty, by the Workmen's Compensation Fund, as arranged by the employer.

25. **Unemployment Insurance Fund (U.I.F.).**

The employer shall pay UIF as prescribed by law. The employee's contribution will be deducted from his pay.

26. **Worker's quarters.**

Not applicable.

**SECTION 06: LEAVE**

27. **Vacation leave.**

Leave accrues on a pro rata basis on the completion of each month of service (.833 day per month) and must be taken in accordance with the provisions set out hereunder within the prescribed period and with the approval of the employer.

28. **Period of leave.**

The employee is entitled to 10 working days leave per annum, of which at least ten consecutive working days must be taken annually within twelve service months after one year of service has been completed. The employer may require the employee to take vacation leave.

Leave may be granted to the employee during the first year of service calculated on a pro rata basis to the term of service he has actually completed, with due regard to the provisions of Clause 27 above.

**29. Capitalization of leave.**

The employee may not capitalize leave not taken, except in terms of Clause 28.

**30. Payment of leave credit:**

**30.1 TERMINATION OF SERVICE.**

When the employee terminates his services with the employer, he will be entitled to payment of the full cash value of his leave credit at the tariff of his prevailing salary.

**30.2 DEATH:**

On the death of the employee whilst in the service of the employer, the value of all leave standing to his credit at the date of his death will be paid to his dependants, or, if he has no dependants, into his estate. Payment for such leave will be effected at the salary the employee was earning at the time of his death.

**31. Public holidays.**

The employee is entitled to all public holidays coinciding with normal working days.

**32. Sick leave.**

The employee is granted 30 days paid sick leave in a cycle of three years.

- a. The employee is granted 1 day sick leave for every working month, thus limited to 12 days paid sick leave at the completion of 12 months employment.
- b. Sick leave in excess of two consecutive working days will only be granted on the submission of a certificate by a medical practitioner, provided that nothing contained in this clause shall preclude the employer from requiring a certificate from the medical practitioner for absences from duty as a result of sickness for shorter periods if he considers this necessary. The employer also retains the right to obtain, at his own cost, a certificate from a medical practitioner nominated by himself.
- c. If the employee falls ill within his leave, the employer does not have to change his leave to sick leave.
- d. Unpaid leave may in exceptional cases be granted to the employee at the discretion of the employer.
- e. Any unauthorised absence will be absence without remuneration.

**SECTION 07: INFRINGEMENTS AND DISCIPLINARY MEASURES**

When the employee is guilty of misconduct, or of violating any of the rules or regulations the employer disciplinary code will be enforced.

**SECTION 08: TERMINATION OF SERVICE**

**33. Notice period.**

Except where specifically otherwise agreed to or where contractual obligations apply, termination of the employee 's service is subject to 30 calendar days notice, in writing, without reasons necessarily being given by the employer.

In the event of Short Notice the employee will forfeit leave credit in lieu of notice period.

**34. Dismissal.**

Dismissal relating to Disciplinary issues will be dealt with in terms of the Disciplinary Procedures.

**SECTION 09: EMPLOYMENT ACCEPTANCE**

The employee who has been found acceptable for employment by the employer shall complete the employment acceptance form.

**SECTION 10: DUTIES AND RESPONSIBILITIES**

The employee performing the general duties of Caretaker shall perform the following duties, unless changes thereto as has been agreed to by both the employer and employee with due recording of such changes.

**35. Security:**

- a. Daily monitoring of the security fence, reporting faults to the security director, instituting actions to repair.
- b. Check voltage of gate 3 times a week and report to directors once a week.
- c. Advising residents on the perimeter of unserviceability by means of the sms service.
- d. Upkeep of security fence, instituting cleaning actions when the fence is overgrown.
- e. Daily monitoring of the guard patrols, inside and outside the estate, by means of the sentinel system and instituting corrective actions when required.
- f. Monitoring daily sign on times of guards.
- g. Ensuring that the guard house is kept clean and tidy.
- h. Control and reporting of serious incidents in the occurrence book.
- i. Ensuring that guards are neat, treating entrants with respect.
- j. Controlling the entrance registers.
- k. Upkeep of the security database by enrolling and removing names as required.
- l. Weekly reporting to the security director of patrols, entrance control registers, occurrences.
- m. Testing of the quick response team at irregular hours once a month.
- n. Training of new guards.
- o. Maintaining the serviceability of all security equipment, computers, gates and booms. Instituting of corrective actions when unserviceabilities occur.
- p. Weekly site meetings with the security company representative to coordinate security matters. Meetings shall be minuted and distributed to the security director.

**36. The following reports are required by the security director:**

- a. Weekly patrol report reflecting the regularity of patrols inside and outside the estate. This report must indicate the times that the guards clocked the different points. It must also include corrective actions taken where anomalies occurred.
- b. Monthly progress report on all above and entries in the book per guard vs system.

37. **Gardens.**

- a. Controlling of duties for two gardeners.
- b. Keeping all gardens in the estate in a neat state.
- c. Ensuring all weeds in paving is dealt with.
- d. Controlling of insects on paving and plants.
- e. Upgrading of gardens when required.

38. **Handyman duties.**

- a. Basic handyman duties as may be required from time to time.

39. **Administration.**

- a. E-mails on estate computer as required.
- b. Run a petty cash for minor expenses.
- c. Administrative security duties as required by the board.
- d. Weekly, monthly and annual reports as required by the board.
- e. Extracting reports from the security system.
- f. Administration of the guards incentive system.
- g. Handling of routine complaints from residents.

40. **AD HOC Duties.**

The employer reserves the right to expect the employee to do AD HOC duties as they may arise from time to time and which is not described above.

**APPENDIX A: EMPLOYMENT ACCEPTANCE**

I \_\_\_\_\_ hereby accept the conditions of employment as tabled. My signature hereto binds me to the employment contract as set out on pages 1 to 8

Full Name:

Postal Address:

Residential Address:

Own Contact details Cell:

Own Contact details Home:

Emergency Contact Details

Name of Person:

Telephone Numbers:

Marital Status:

Dependants & Ages:

I D Number:

Date of Birth:

Tax Numbe:

Salary:

Employment Starting Date:

State of Health:      GOOD | AVERAGE | POOR (Please circle the applicable)

Payment of Salary      BANK/BUILDING SOCIETY

BRANCH Name & Code:

ACCOUNT NUMBER

SIGNED AT PRETORIA, ON THIS THE                      DAY OF                      20\_\_\_\_\_

WITNESS    EMPLOYEE

SIGNED AT PRETORIA, ON THIS THE                      DAY OF                      20\_\_\_\_\_

WITNESS    EMPLOYER: