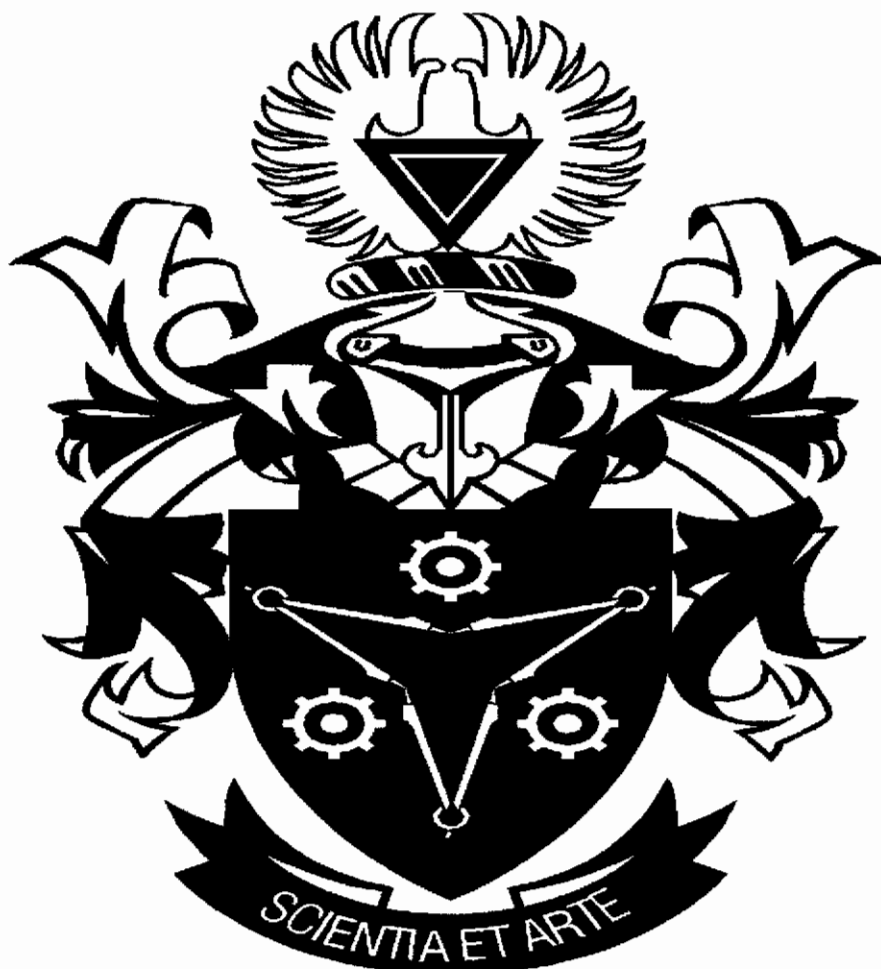


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**CONTRACT OF EMPLOYMENT AND ITS IMPACT ON THE  
JOB SECURITY OF DOMESTIC WORKERS**

**by**

**ATANG AZAEL NTISA**

**Submitted in accordance with the requirements  
for the Degree:**

***MAGISTER TECHNOLOGIAE***

**in the discipline**

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**at the**

**VAAL UNIVERSITY OF TECHNOLOGY**

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## ABSTRACT

When the South African authorities decided, in the 1970's, to recognize statutorily other Black workers who were engaged in other spheres of employment as employees, domestic workers were excluded from all Industrial Legislation. This resulted from the fact that domestic work, as an occupation, had been excluded from the definition of an employee. It is estimated that over one million people are engaged in this service, comprising eleven percent of overall employment in the informal sector of the South African economy. This significantly large sector of the labour market performs its work under some of the most oppressive working conditions and such exploitation is unchallenged, as it has been noted that some domestic workers do not sign contracts of employment with their employers on appointment, which can lead to insecurity in the domestic worker sector.

The purpose of this research was to determine the efficiency of the contract of employment and its effect on the job security of domestic workers. Through a theoretical foundation, a number of studies have advocated that the contract of employment can be trusted to be the perfect instrument in securing jobs in the domestic sector. A survey was carried out for measuring job security. The research instruments used for data collection from 203 domestic workers, were interviews and questionnaires. The SPSS program was used to analyze the data. The results of the empirical study are presented and discussed in detail. Findings of this study revealed, that the majority of domestic workers don't have contracts of employment while a very small percentage of domestic workers do have contracts. Conclusions drawn, indicated that domestic workers who have signed contracts, enjoy reasonable conditions of employment and employment benefits than those without contracts.

Recommendations based on this study are that:

- The government encourages a very strong Trade Union Movement in the domestic sector services.
- The Commission for Conciliation Mediation and Arbitration (CCMA) and/or the Department of Labour facilitates annual workshops for employers of domestic workers.
- The CCMA, Trade Unions and/or the Department of labour facilitate training programmes for domestic workers.
- The government makes it a binding norm, for every employer in the domestic sector, to conclude a contract of employment with his/her domestic worker and furnish such employee with a copy of the contract, regardless of the nature of services rendered by employee.
- Ongoing research on many aspects of domestic workers will enhance better conditions of employment in making the lawmakers aware of other hidden agendas that require attendance in the domestic sector.

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## **GLOSSARY OF TERMS**

<b>BCEA</b>	<b>Basic Conditions of Employment Act</b>
<b>CCMA</b>	<b>Commission for Conciliation, Mediation &amp; Arbitration</b>
<b>COIDA</b>	<b>Compensation for Occupational Injuries &amp; Diseases Act</b>
<b>COSATU</b>	<b>Congress for South African Trade Unions</b>
<b>CPI</b>	<b>Consumer Price Index</b>
<b>ed</b>	<b>Edition</b>
<b>Fre</b>	<b>Frequency</b>
<b>ILO</b>	<b>International Labour Organization</b>
<b>LRA</b>	<b>Labour Relations Act</b>
<b>NMC</b>	<b>National Manpower Commission</b>
<b>N</b>	<b>Target Population</b>
<b>n</b>	<b>Sample Frame</b>
<b>N/A</b>	<b>Not Applicable</b>
<b>OHSA</b>	<b>Occupational Health &amp; Safety Act</b>
<b>RSA</b>	<b>Republic of South Africa</b>
<b>SETA</b>	<b>Sectoral Education &amp; Training Authority</b>
<b>SPSS</b>	<b>Statistical Programme for Social Sciences</b>
<b>UIA</b>	<b>Unemployment Insurance Act</b>
<b>UIF</b>	<b>Unemployment Insurance Fund</b>
<b>UK</b>	<b>United Kingdom</b>

# **CHAPTER ONE**

## **INTRODUCTION AND OVERVIEW**

### **1. INTRODUCTION**

This chapter gives an overview of the study. According to Bendix (2001:2), any topic within the sphere of labour/industrial relations, cannot be studied before some background to the subject has been obtained and some basis and interpretations have been established. As a result of following the same analogy, the nature of the problem, the background of the study, the context and the setting in which the research took place and the research approach used, are described in this chapter. The importance of the study has been explained, as domestic workers are regarded as the stakeholders whose job security was assessed.

### **2. BACKGROUND OF THE STUDY**

When the South African authorities decided, in the 1970's, to recognize statutorily other Black workers who were engaged in other spheres of employment as employees, domestic workers were excluded from all Industrial Legislation. This resulted from the fact that domestic work, as an occupation, had been excluded from the definition of an employee (Strydom 2001:241).

The central issue relating to the defining of the contracts of employment of domestic workers with regard to their job security, is that the plight of domestic workers is now being addressed on the basis of inclusion in the Basic Conditions of Employment Act (BCEA), which provides for minimum terms and conditions of employment; and this has created confusion amongst employers in the domestic field (Levy 2001:1). The major problem in the domestic field is, that South Africa is experiencing ignorance of rights by management, and the correct way in which employer-employee relations should be conducted (Miles and van Rensburg, 1997:vi). The researcher makes the

assumption, that these are due to the lack of a proper understanding of the importance of the contract of employment in the relationship between an employer and his/her employees. To prove the real existence of this assumption, the researcher aims at conducting research on the issue.

Grossett (1994:30) and Tood (2001:40) state, that a number of reasons exist, such as the avoidance of misunderstanding and misinterpretation in respect of why the terms and conditions of employment of a domestic worker should be documented in the form of a contract of employment. Such a document ensures, that neither the employee nor the employer will be able to allege that an agreement does not exist. According to Huber and Sack (1994:30), employers are not required to write a contract of employment in line with the Basic Conditions of Employment Amendment Act (Act no.75 of 1997); nevertheless, drawing up a contract of employment, is not only easier; it also forces the employer to consider issues such as overtime and leave.

The employment of domestic workers is a ubiquitous feature of South African life. It is estimated that over one million people are engaged in this service, comprising eleven percent of overall employment in the informal sector of the economy. At the same time, this significantly large sector of the labour market performs its work under some of the most oppressive working conditions, while experiencing a high degree of economic and physical abuse, with little or no protection from the law or society (Grant, 1997:61). One domestic worker indeed commented as follows.

*'Some of the domestic workers lose their jobs as soon as the employer notices that they came under the union. Most of them, they hide that they are gone to the union. Employers know that we know they are treating us badly' (McNeil, 1989:230).*

The researcher's intention in presenting the above is to provide the reader with an in-depth look at the life of domestic workers and, in this way, to create a platform from which to understand the issues that rose in this study.



However, the unavailability of alternative employment and the lack of any particular skill, forces many people into this sector (Smith, 1982:167). Much information has been published on domestic workers' rights, as it has been discovered that they are exploited both economically and socially. It has been observed that domestic workers are exploited by their employers who hide behind their illiteracy (Ngidi, 2003:22).

### **3. PROBLEM STATEMENT**

The research problem is identified as follows.

According to Ngidi (2003:23), the different unregulated hours are a clear indication of the exploitation of domestic workers in South Africa. This exploitation is unchallenged, as it has been noted that some domestic workers do not sign contracts of employment with their employers on appointment. Meintjies (1992:72) states, that a contract of employment could, instead of protecting the domestic worker, cause him/her to relinquish the little job security he/she enjoys under common law, because more often than not all the terms and conditions of employment are unilaterally determined by the employer. According to Mills (2001:4), reliance on the statute intervention in respect of redressing the balance of power, often means that such determinations comprise a compromise position, which attempts to balance the interests of the employer and the employee, but eventually ends-up favouring the status quo, which does not go far to improve the plight of domestic workers. According to Grossman (2000:27), there are exceptional instances of clear attempts by employers to significantly change aspects of an employment relationship around the issue of the contract of employment. Semela (1993:190) asserts, that each domestic worker has a totally different contract of employment from those of his/her colleagues in the union and most, if not all, of their contracts are concluded only verbally, which leaves domestic workers vulnerable and without any legal position.

This research is based on the following two statements or ideas that form the basis for a reasonable line of argument.

- There is lack of job security in the domestic sector and a contract of employment, as a product of an agreement between domestic worker and employer, has a significant effect on the job security of domestic workers (Tood, 2001:104 & Alberta, 2000:1).
- Most domestic employers are dissatisfied with their employees' performance, while the value of Maslow's theory for employers in the domestic sector services is, that it emphasizes needs of domestic workers and allows their employers to work toward providing workers with the means to satisfy these needs and to be more productive (Aamodt, 2004:294).

#### **4. PURPOSE OF THE RESEARCH**

With reference to the problems outlined above, the purpose of conducting this research is to determine the efficiency of a contract of employment and its effect on the job security of domestic workers.

It is hoped that this research will establish what domestic workers know about different aspects of the contract of employment. Furthermore, it is expected that findings from this study will indicate how domestic workers feel about their conditions of employment (job security) in the absence and presence of the contract of employment. If domestic workers consider a contract of employment essential, their views on the contract content will be sought.

#### **5. OBJECTIVES OF THE STUDY**

In order to achieve the purpose of the research, the following objectives are set:

##### **5.1 Theoretical objective**

- Conducting a literature study to determine the efficiency and necessity of the contract of employment by referring to relevant Commission for Conciliation,

Mediation and Arbitration (CCMA) cases, labour reports, textbooks, the Internet, articles and journals.

## **5.2 Empirical objectives**

- Determining the impact of the contract of employment on the job security of domestic workers.
- Measuring job security of domestic workers.
- Determining the degree of understanding of domestic workers of the terms and conditions of their contracts of employment.
- Determining the adherence of the employers to the terms and conditions of the employment contracts of domestic workers.
- Providing recommendations for further research, based on the findings of this study.

## **6. RESEARCH HYPOTHESIS**

The following single hypothesis was formulated.

HA = The contract of employment has a significant effect on the job security of domestic workers.

## **7. IMPORTANCE OF THE STUDY**

Job security is an important and crucial issue, especially in the context of the shrinking job market in South Africa. In the first place, domestic service constitutes a significant source of employment for almost one million employees, employed by over eight hundred thousand households. Thus it is crucial that the issue of their job security is addressed (Cock, 1989:2). This is particularly imperative in the light of the Constitution Act 108 of 1996, where section 9 guarantees equality before the law and authorities' affirmative action measures in law to protect and advance those who

have been previously disadvantaged (Grant, 1997:63-64). This fact is highly anomalous, given the South Africa's level of industrial development.

On addressing the set objectives, in general, the results obtained from this study could meaningfully contribute to the following.

- Information obtained could be used in future studies when planning the structure for a contract of employment for domestic workers.
- Assisting domestic employers to understand the importance of the law regulating their relationship with their employees.
- Fostering the spirit of solidarity between domestic workers and their employers.
- Providing high quality information to the department of labour, Commission for Conciliation, Mediation and Arbitration (CCMA), labour court, trade unions, institutions of higher learning, and service providers that will influence the thorough assessment of conditions of the employment in the domestic sector services to address the issue of the lack of job security.

## **8. RESEARCH METHODOLOGY**

### **8.1 Literature study**

This part of the study will focused on the relationship between contracts of employment and job security. In order to achieve the aim of the study, an appropriate literature study utilizing both national and international sources, was conducted in order to investigate and elucidate the significant impact of the contract of employment on job security. The literature study involved a systematic and factual description of contract of employment in general and particularly with regards to job security. Documentation such as textbooks, magazines, articles, newspapers, labour reports, as well as information on the Internet, was researched. This will be

integrated into existing data obtained, in an attempt to add to any other dimension prevalent in these resources.

## **8.2 Empirical study**

An empirical investigation was undertaken which provided the practical basis to ensure that a reasonably accurate version is given, which measured up to the purpose of the study.

### **8.2.1 Target population**

The research study covered domestic workers in the area of the Vanderbijlpark suburbs. Areas covered, included South-west 1, South-west 2, South-east 3, South-west 5 and South-west 5x1. According to the Emfuleni Comprehensive Strategy Plan (1996), the population is estimated to constitute 2836 homes.

### **8.2.2 Sample selection**

The non-probability sampling procedure utilized, is accidental sampling. Questionnaires were administered and interviews conducted with domestic workers who happened to be at the particular shopping center or bus-stop at the particular time when the researcher was present for such purposes. This is a non-probability sampling method, which relies on the researcher's experience, ingenuity and/or previous research findings (Welman & Kruger, 2001:63). Accidental sampling has been chosen, because it is the most convenient way of collection of members of the population (units of analysis) that are near and readily available for research purposes (Welman and Kruger, 2002:62). The study will consist of two hundred and three (203) participants.

### **8.2.3 Research design**

A survey method that was aimed at the collection of qualitative data was used in this research. The qualitative method was used, because it enabled the researcher to obtain accurate information from all participants (Welman & Kruger, 2001:142). It

was also used to identify likely methodological problems in the study, and to clarify certain issues that were not clear in the problem statement (Aaker, Kumar & Day, 1998:186). The advantage of using surveys, is that they produce empirical data based on real-world observations, and have a wide and inclusive coverage and produce required data in a short time at fairly low cost (Denscombe, 2000:27). To gather information, questionnaires were distributed to the sample groups.

#### **8.2.4 Measuring instruments**

The method of data collection that was used in order to elicit information regarding job security, consisted of both structured interviews, as well as questionnaires. The questionnaires were distributed to domestic workers from the identified suburbs. Both structured and open-ended questions were utilized. Interviews were used in cases of illiteracy as per the format of the questionnaire.

Structured interviews with domestic workers were conducted in order to measure the current state of job security in the domestic sector with regard to the contract of employment; it was intended to support the quantitative data gathered.

A structured questionnaire was developed from the information obtained through the literature study and qualitative study, in order to compare the literature with the current situation in the domestic sector in South Africa with regard to the function of the contract of employment for job security.

The unit of dissemination was the researcher and two research assistants to be appointed.

#### **8.2.5 Statistical analysis**

Once data have been collected from the mentioned empirical analysis, the returned questionnaires were subjected to editing and coding for input into the Statistical

Programme for Social Sciences (SPSS). The method of continuous and descriptive statistical techniques was used to provide the researcher with the summary calculations of obtained data.

## **9. PROVISIONAL CHAPTER OUTLINE**

An overview of this research will be presented as follows.

### **Chapter 1 Introduction**

Chapter 1 will comprise a general introduction. The focus will be on matters such as background of the study, nature of the problem, study objectives, the purpose of the research, the context in which the research will be conducted, research design and methodology.

### **Chapter 2 Literature review**

Chapter 2 will deal with a brief historical background of domestic workers. It will focus on the theoretical study in order to determine the available scientific evidence on the effectiveness of the contract of employment of domestic workers. The literature review serves as the basis for the research.

### **Chapter 3 Methodology**

This chapter will detail the objectives of the study, the target group population, the selection and composition of the sample, research design, with motivation for the choice of the chosen method, measuring instruments, statistical analysis methods and procedures to be followed.

### **Chapter 4 Research findings**

This chapter will comprise an analysis of the results and findings as based on the objectives, problems, and research questions.

### **Chapter 5 Conclusion and recommendations**

Chapter 5 will constitute the conclusion, with a summary of problems and the possible solutions, the latter inclusive of the recommendations.

## **10. SUMMARY**

In this chapter an attempt has been made to place the study in context, by describing the problem statement, aim and objectives of the research. Furthermore, an indication of the research methodology used, was discussed, followed by the outline of the study.

In the next chapter, different aspects of a contract of employment pertaining to the job security of domestic workers are examined by means of the literature review.



## **CHAPTER TWO**

### **LITERATURE REVIEW**

#### **1. INTRODUCTION**

In this chapter, the concepts such as contract of employment, domestic workers, and job security will be clarified. The historical background of domestic workers will also be briefly analyzed as job security, in the domestic sector, is a fairly new innovation in the South African labour market. This will reflect the overview of the challenges, critical situations and treatment that domestic workers used to experience in South Africa during the era of an autocratic governing system.

A comprehensive literature study on various aspects pertaining to the contracts of employment of domestic workers and job security will be undertaken. Two popular theories of motivation are adopted to govern the study, and this will analyze some of the mechanisms used to block domestic workers' abilities to resist exploitation. Such theories have a special explanatory value, particularly important when the focus is on the job security in the domestic sector services, which constitutes one of the largest sources of employment in South Africa (Buanews, 2004;12). An important principle of such theories is to provide easy to follow, practical explanations of the contract of employment, for the employer of a domestic worker. This will make both the employer and domestic employee aware of what their rights and obligations in the employment relationship are. In addition, they are intended to serve as a quick reference to problems or questions that may arise during the course of the employment relationship.

In reference to the objectives of this study, contract of employment and job security will be combined/linked to determine their existing relationship. Recent developments in the domestic sector will be outlined as based on the relationship between contract of employment and job security in conjunction with the legislative framework. Conclusions will be drawn from the facts reflected by literature, and constructive

Levy (1997:2), defines a contract of employment as a tool, which creates substantial documentation, which will certainly form the center of debate in the event of dispute, and possible conciliation and arbitration.

According to Grogan (2001:26) a contract of employment is an agreement between two (or more) legal personae (parties), in terms of which one of the parties (the employee) undertakes to place his or her personal services at the disposal of the other party (the employer) for an indefinite or determined period, in return for a fixed or ascertainable wage, and which entitles the employer to define the employee's duties and (usually) to control (or supervise) the manner in which the employee discharges them.

Tood (2001:104); and Alberta (2000:1) define a contract of employment as a product of agreement between employer and employee. One of the consequences of this fact, is that one, party without the agreement of the other, cannot change it.

According to Blaug (1993:4) the contract of employment is an insurance contract for job security, which protects workers against unfair fluctuation in their wages.

The contract of employment may be defined as a reciprocal contract in terms of which an employee places his/her services at the disposal of another person or an organization, as employer, at the determined or determinable remuneration in such a way, that the employer is clothed with the authority over the employee and exercises supervision regarding the rendering of the employee's services (Du Plessis, et al., 2002:9).

The researcher defines the contract of employment as a mechanism regulating the entire relationship between the employer and the employee.

It seems that the above definitions fall some way short of providing a convincing argument of what the contract of employment is. The researcher submits, therefore, that the best definition of the contract of employment, for the purpose of this study, is the

Christianson, Garbers, Le Roux, Mischke & Strydom, 2000:27). In spite of the difficulties, the courts have devised a number of tests to distinguish a contract of employment (*locatio conductio operis*) from one for work (*locatio conductio operarum*).

➤ **The control test**

As implied by its title, this test is based on the degree and right of control exercised by the master (employer) over the alleged servant (employee). This test is founded on the premise that where an employer is entitled to and does exercise a large degree of control over the work of an employee, then an employer/employee relationship does exist. The nature of this control primarily covers the following.

- Control over the actual work being performed by the employee.
- Control over how the employee does his/her work.
- Control over the tools used by the employee. More often than not, the employer will provide the employee with the tools to do his/her job.

Essentially, the above relationship would require the owner (employer) to supervise and be in charge of how the final product is produced (Grossett, 2002:139).

➤ **The organization test**

Dissatisfaction with the tautological nature of the control test led the courts to experiment with another form of test, namely, the organization test. The basis of this test was to consider the extent to which an employee was part of the organization for which he/she worked. If persons working for an organization were considered to be an integral part or members of that organization, then they were considered to be employees. The organization test, however, was rejected by the Appellate Division in 1979, on the basis that it posed more questions than it answered (Basson, *et al.*, 2000:27-28).

➤ **The dominant impression or multiple test**

The dominant impression test concerns itself with the general impression given by the nature of the employment relationship. It is accordingly, not concerned with any one

particular element of the relationship, such as control or the extent to which the employee forms part of the organization, but rather views the relationship as a whole or the general impression of the nature of the work relationship (Basson, *et al.*, 2000:28-30).

While it is not possible to compile an exhaustive list of the factors necessary for a contract of employment to be in existence, it is possible to list the following major requisites (Grossett, 2002:142).

- The servant (employee) receives remuneration for his/her services, and is paid for the time worked, and not for a particular outcome or product.
- The servant agrees that, in response to receiving remuneration, he/she will provide his/her own work and skills in performance of some service for his/her master (employer).
- The servant agrees, either expressly or by implication, that in the performance of the above service, he/she will be subject to the other's control in a sufficient degree to make the other a master (employer).
- The equipment used by the servant is provided by the master.
- The capital required for the performance of the task at hand, is provided by the master.
- The master has, within reason, the right to utilize the services of the servant as he/she sees fit.

The dominant impression or multiple test is the most commonly used test because of its all-encompassing nature (Basson *et al.*, 2000:28-30).

#### **2.1.4 Requirements for a valid contract of employment**

A contract of employment, like any other contract, must comply with the normal requirements for a valid contract. The general principles of the law of contract, and particularly the principles applicable to a lease, are *mutatis mutandis* applicable (Du Plessis, *et al.*, 2002:11).

From the definition of the contract of employment by Grogan (2001:26), the following fundamentals of the contract of employment are derived.

- The parties to the contract must have the capacity to enter into a contract.
- The contract must be legal.
- The contract must be capable of being performed by those parties who enter it.
- The intentions of the contracting parties must be the same, namely, to enter into a contract.
- There must be voluntary agreement.
- The parties should not be under duress.
- The contract may be either written, verbal or tacit.
- The contract must be between two or more legal persons.
- The employee agrees to perform certain specified and/or implied duties for the employer.
- The performance of the employee will be for an indefinite or specified period;
- The employer must pay a fixed or determinable wage to an employee in return for his/her services.
- The employer has the right to supervise the employee as to the manner in which he/she conducts his/her work (Trade & Employment Department, 2001:1).

### **2.1.5 The Importance of the contract of employment**

Every time a man enters into a contract of employment, there is a legal transaction. Owing to the over-all efficiency of the law, the vast majority of legal transactions and relationships never give rise to disputes or complications. The fact remains, that the law is invisibly present everywhere and at all times (Hahlo & Kahn 1968:2).

According to Graham-Sanders (2004:1-2), the contract of employment is important for the following reasons.

- The law requires employers to have them.

- It's the sole means of legally regulating the relationship between employer and his/her workforce.
- It formally sets the standards the employer requires of his/her workforce.
- In the event of a dispute arising between employer and his/her workforce, it will be the prime yardstick against which each party's actions will be judged.
- If an employer goes into tribunal and is found guilty, no matter how strong the moral or commonsensical grounds of his/her defense, he/she is going to lose.

### **2.1.6 Contents of the contract of employment**

Up to this point, the relationship between the parties and the requirements that have to be met in order to give rise to that relationship, have been identified. The terms of contract of employment determine the consequences of the parties' contract. Certain terms are not stipulated by the parties, but are implied by the operations of the law. When an employee starts work, he/she must be given a number of prescribed particulars in writing. In effect, this is a written contract of employment (Commission for Conciliation Mediation & Arbitration (CCMA), 2002:1); (Business Bureau-UK, 2001:1). According to Spoelstra & Pienaar (2002:234) the written contract of employment is there to prevent memory from failing and confusion from occurring.

The Basic Conditions of Employment Act requires employers to supply their employees at the commencement of employment with the following particulars that must be recorded in writing.

- The employer's name and address.
- The employee's name.
- The employee's occupation or a brief description of the work for which the employee is employed.
- The place of work (and if the employee is required or permitted to work at various places, an indication of this).

- The date of commencement of employment.
- The employee's ordinary work hours and work days
- The employee's wage or the rate and method of calculating wages.
- Overtime, (if any)
- Any other payments in cash or in kind to which the employee is entitled (and, for payments in kind, the value of those payments).
- The date when remuneration will be paid.
- Details of any deductions that will be made from the remuneration.
- The amounts of leave which can or must be taken.
- The period of notice (or for a fixed period contract, the date when employment terminates).
- A description of any bargaining council or sectoral determination that covers the employer's business.
- Any period of employment with a previous employer that counts towards the employee's period of employment (for example, where the employee is transferred with a business from one employer to another) or an employer's recognition of past service. A list of any other documents that form part of the contract, indicating where a copy of those documents can be obtained (Trade & Employment Department, 2001:2); & (CCMA, 2002:1-11).

If these arrangements are in writing, many of the disagreements that arise, are referable to a written document and thereby, to a clear ruling as to exactly what the requirements are. Where the employee is illiterate and does not understand the language of the employer, this document should be interpreted in the language understandable to the employee (Meintjes, 1992:223). If any of these matters change during the contract of employment, the written particulars must be changed and the employee given a copy of the document reflecting the change (Tood, 2001:40); & (Business Bureau-UK, 2001:1). Labour problems often stem from the literal interpretation of a contract of employment (Spoelstra & Pienaar, 2002:233).

Because implied and verbal contracts create uncertainty, it has become customary for new employees to receive a letter of appointment or to conclude a full contract of employment (Bendix, 2001:102). Accordingly, if the employer and his/her domestic worker have entered into a formal contract of employment that details issues such as working hours, overtime and rate of remuneration, the employer is not required to keep a daily time sheet (Grossett, 1994:21-22).

### **2.1.7 Termination of the contract of employment**

During the first four weeks of employment, either the employer or the domestic worker has the right to terminate the contract of employment with one day's notice. Thereafter, the notice period for both the employer and the employee is one week for an employee paid weekly, or one month for an employee paid monthly. The notice of termination must be given on or before the 1<sup>st</sup> or the 15<sup>th</sup> of the month and takes effect on such 1<sup>st</sup> or 15<sup>th</sup> of that month. The notice period for casual workers and regular day workers remains one working day either way (Haupt, 1993:17-18).

None of the above clauses affects the right of-

- an employer or a domestic worker to terminate a contract of employment without notice for any cause recognized by law; and
- a dismissed domestic worker to dispute the lawfulness of the dismissal in terms of Chapter VIII of Labour Relations Act, 1995, or any other law (Juta's Statutes, 1999:37).

## **2.2 Domestic worker**

Strydom (2001:241), indicated that when the South African authorities decided in the 1970's to recognize other Black workers who were engaged in other spheres of employment as employees, domestic workers were excluded from all industrial legislation. This resulted from the fact that domestic work, as an occupation, had been excluded from the definition of an employee. The researcher submits, on the



strength of the latter, that a comprehensive and clear definition of a “domestic worker” is essential, as the effects of any legislation affecting domestic workers would ultimately depend on the definition of the term. Such definition will be important and useful in determining the scope of the domestic employee’s duties when a new employee is engaged.

The discussion of the position of domestic workers in this study refers to domestic workers in private households. According to Ontario (2004:1), the following two issues must be considered in order to determine whether a worker is a domestic worker in a private household (household for dwelling purposes).

- It is necessary to consider the nature of the work which he/she performs (domestic service).
- The location of employer’s business must be stipulated.

### **2.2.1 Definitions**

According to Strydom (2001:84), a domestic worker is defined as an employee who performs domestic work in the home of his/her employer and includes a gardener and a person employed by a household as the driver of a motor vehicle, as well as a person who takes care of any person in that home. This does not include a farm worker.

A domestic worker is defined as an employee charged wholly or mainly with the performance of domestic work on dwelling premises and includes a gardener, a person employed by a household as a driver of a motor vehicle, and a person who takes care of children, the aged, the sick, the frail and the disabled (Huber & Sack, 1994:11).

Halsbury (1982) defines domestic workers as those employees who, forming part of the employer’s residential establishment, are engaged in the work of such a character

that it brings them into close personal proximity with the employer and who are concerned mainly with the employer's household.

According to the Ontario (2004:1) & Basson *et al.*, (1993:1), domestic workers include persons employed as house-keepers, maids, cooks and child-minders (nannies) in private homes.

According to Grossett (1994:3), a domestic worker is any person who, *inter alia*, is involved in:

- cleaning the contents of a private household, washing and ironing bed linen, towels, clothing in a private household, preparing and cooking meals for the household and guests as well as washing up after meals;
- maintaining the garden of a private household, including watering, mowing, ranking, digging flower beds and keeping the swimming pool clean; and
- driving members of a private household to and from specific places, delivering and collecting groceries or other goods and performs duties such as collecting and delivering post.

Levy (2003:2) and Ngidi (2003:11), define a domestic worker as any domestic employee or independent contractor who performs domestic work in a private household and who receives, or is entitled to receive pay and includes a gardener, a person employed by household as a driver of a motor vehicle, a person employed to take care of children, the aged and any person with disability.

Semela (1992:9) defines a domestic worker as a person whose task, *inter alia*, is to do actual bodily work as a servant for the personal comfort, convenience, or luxury of the master, his family and his quests.

The researcher defines a domestic worker as any person who maintains home-hygiene in the bedroom, sitting-room, and in the kitchen, and it includes any person

who perform gardening services, but not an independent contractor, in a private household.

### **2.2.2 Domestic workers as defined in other countries**

**In Swaziland** the position of domestic workers is governed by the Regulation of Wages (domestic employees) orders periodically promulgated in terms of section 11 of the Wages Act 16 of 1964. A domestic employee, in terms of the Regulation of Wages (domestic employee) order, 1985 is defined as:

- any person employed in or about any private household or part thereof in the capacity of cook, house attendant, waiter, butler, children's nurse, valet, groom, gardener, laundress, or watchman (Meintjes, 1992:28).

**In Zimbabwe** a domestic worker is defined as:

- a person in a single private household for rendering such services as yard/garden work, cook/housekeeping and baby-minding, regardless of whether the place of employment is urban or rural, but exclusive of any person rendering such services to any other type of employer (Meintjes, 1992:27-28).

Drawing up the **analogy** from the above definitions, "a domestic worker plays a critical part in the reproduction of both labour power and relations of production". He/she is thus an important element in the indirect production of surplus value for capital. The precise relation of domestic workers to capital, involves complex theoretical issues, which are beyond the scope of this study.

The following **elements of a domestic worker** have been suggested as per definition of a domestic worker provided by Grossett (1994:3).

- A peculiar degree of close personal contact should exist between employer and domestic worker.
- The worker actually works in the employer's residence or on his/her premises.

- The worker must not be engaged in commercial business of the employer.

### **2.2.3 Characteristics of a domestic worker**

- Recruitment occurs mainly by word of mouth; selection is very informal.
- The work is physically demanding.
- Domestic workers frequently work irregular hours and often receive part of their payment in kind.
- Domestic work involves ministering to the personal needs of the employer's family, and therefore brings about a close relationship between employer and employee. In the case of domestic workers who are accommodated at the workplace, the limits of the employment relationship become even more blurred. The work relationships between other workers and their employers are usually more impersonal and involve a clear separation between place of employment and home in both temporal and spatial terms. Where a domestic worker is in residence, he/she is available for his/her employer and the danger exists that his/her actual working hours could be extended well beyond those times that have been agreed upon.
- Although not a distinctive feature of domestic service, the level of skill and education of domestic workers, is generally low.
- The domestic worker differs from other wage earners in industry and the agricultural sector, in that the employment relationship is usually on a one-to-one basis, with direct, face-to-face control by the employer over the employee (Meintjes, 1992:10).

### **2.2.4 Functions of domestic workers**

Domestic workers are responsible for many households' tasks and need home management knowledge and skills in order to be able to cope with their tasks and avoid problems. In order to be able to execute their duties effectively, domestic

workers need to be able to cook, operate household electrical and other appliances, read and write, look after children, the aged and the frail (Ward & Maree, 1997:1).

According to Mahlaba (2004), care refers to meeting the physical, psychological and social needs of children and other household members. They further state those domestic workers, as caregivers, must meet these people's dietary and other needs.

Domestic workers need proper induction training and on-going training in order to cope with their tasks and to improve their productivity at work. The Skills Development Act No 97 of 1998 encourages employers to provide their employees with opportunities to acquire new skills (Ngidi, 2003:27).

### **2.2.5 Categories of domestic workers**

#### **Full-time domestic worker**

Due to availability of accommodation and facilities provided by domestic service, domestic work has existed as a predominantly full-time occupation for the vast majority of domestic workers. A full-time domestic worker is one who works for one employer on a full-time basis, normally 9 hours per day on 5 or 6 days per week. Such an employee may live on the employer's premises, but need not necessarily reside there. Full-time domestic work is a diminishing sector of employment, mainly due to factors such as the increasing use of labour-saving domestic appliances and fewer households being able to afford full-time domestic workers (Friguglietti, 1989:36).

#### **Part-time domestic worker**

Part-time domestic workers work for various employers for periods of time on one or more days per week. Some of these workers may work on regular days for specific employers, while others may work irregular on a casual basis (Huber & Sack, 1994:10).

In order to avoid confusion and to reflect the realities of the work situation, it is necessary that the following two sub-categories of part-time workers should be distinguished, namely, “regular day workers” and “casual employees”.

➤ **Regular day-workers**

An employee is a regular day-worker if he/she works for the same employer at least once a week on a regular basis or has worked for the same employer at least four weeks irrespective of the number of hours per day. It is possible that such a worker, who works for several employers, may work as many hours in total per week as does a full-time employee, for one employer (Meintjes, 1992:30-31).

➤ **Casual day-workers**

A casual employee is a worker who is not employed on a regular basis. These employees would cease to be casual employees once they have worked for the same employer for consecutive weeks. The criterion for deciding whether a domestic worker is a regular day-worker or a casual employee, should be the existence of a permanent agreement to work on a regular basis for a single employer (Haupt, 1993:29).

**Resident**

Originally the provision of accommodation on the employment premises was a strong motivating factor for women to engage in live-in domestic service, especially for those who came from rural areas. Currently living-in domestic workers no longer account for the larger percentage of domestic workers. A worker resident with one employer needs not necessarily be in the full-time employment of that person. Regular day-workers have emerged who are resident with one employer, but also work for other employers during the week (Meintjes, 1992:32-33).

**Non-resident**

As the number of part-time domestic workers increased, so the number of resident workers has decreased. Black people can more easily find accommodation in townships since the abolition of influx control measures (Grossett, 1994:4).

### 2.3 Job security

In today's world, there are many people who find themselves in the unsecured or contingent labour market. There is general agreement among labour experts that the issue of job security is likely to lead to an organizing drive by employees (Grobler, Warnich, Carrell, Elbert & Hatfield, 2002:486). Contract of employment is one of the more common job security facilitators in all fields of employment, but also probably sometimes neglected. In the case of neglect, it may have serious consequences for the employee in terms of unhappiness, low morale, as well as for the domestic employer who may experience low productivity and turnover (Sejane, 2004). The question that arises, is whether the existence of a contract of employment, in the domestic sector, is sufficient to ensure that the above problems are not experienced? Even if such document (employment contract) does exist, what makes it effective? In order to find the answers to those and other relevant questions, a number of studies are conducted in order to determine the contributing factors to the impact of a contract of employment on the job security of domestic workers.

The dynamic nature of the South African labour market and economy, as well as the ever-changing legislative framework, put pressure on employers (Joubert, 2003:5). Today, domestic employees demand more of their jobs and respond favourably to management activities that give them greater control of their lives (Ivancevich, 1998). Employees need to have a sense of job security and want to believe that employers will not make unfair and arbitrary decisions about their employment. Further, they wish to be protected and may look to the union to ensure that their jobs are protected (Grobler *et al.*, 2002:486). As a result, the need has arisen in domestic sector services to seriously look at the job security of employees.

The discrepancy between experienced and desired employment security applies to the following several categories.

- The secondary segment. Workers on the "out-side" often have little or no job security, little prospect of promotion and generally poor conditions of employment.

Domestic workers fall in this market, which consists of jobs that are low-paying and have unstable patterns of employment.

- Some new employees (for whom insecurity is temporary).
- Those experiencing a change in their security beliefs due to perceived changes in the economic context.
- Those who are survivors after others have been made redundant (Nicholson, 1998:271).

According to the dual labour market theory, inequality in earnings cannot be drastically reduced by investment in education and training, unless domestic workers in the secondary market are integrated through various measures into the primary labour market. This can be done, for example, through policies to reduce discrimination, better labour market information and reorienting of domestic employers (Barker, 2003:24).

None of the South African Legislation that deals specifically with the workers' charter actually defines "job security". The legislation focuses rather on the various contingencies and on the benefits that must be provided in respect of these contingencies. Nevertheless, job security can be taken, for the purpose of this study, to mean the protection which the government provides for its citizens in the place of work, through a series of public measures, against the economic and social distress that otherwise would be caused by the stoppage or substantial reduction of earnings resulting from any of the following:

- Sickness
- Maternity
- Employment injury
- Unemployment, invalidity
- Old age and death
- The provision of medical care
- The provision of subsidies for families with children (Strydom, 2001:4).



Research on job security in South Africa, is fragmentary and anecdotal (Singh, 2001:68). According to Dawis and Lofquist in Chelladurai (1999:145), job security is a pleasurable effective condition resulting from one's appraisal of the way in which the experienced job situation meets one's needs, values and expectations. Feldman (1998:150), on the other hand, submit that job satisfaction is the mother body, which amounts to overall positive feelings that individuals have about job experiences and subsumes factors such as salary, security, achievement and challenge.

Job security is of great significance at three levels, namely, the humanitarian level, the economic level and the theoretical level (Surujlal, 2003:100).

- At the humanitarian level, domestic workers are concerned with welfare and performance.
- Domestic workers are interested in job satisfaction at the economic level, since job security may lead to increased enthusiasm, increased motivation and fewer work-related accidents and disputes.
- At the theoretical level, job security is viewed as a direct cause of increased work performance and co-operation.

Warren (1996:41-42) states that, domestic employers need to take employment security seriously and build this concept into their professional ideology and practice. Instead of undermining job security, employers should be trying to preserve and support it in the face of destructive competitive pressures and tendencies. If secured employment cannot be supported and re-established, domestic employers will suffer. According to Redman and Mathews (1998:60-61), domestic employers need to be responsible for the retention and motivation of domestic employees. Different values and life-styles will have to be taken into account by using personnel policies to develop human resources strategies to retain domestic workers. Domestic employers with an effective employee retention program, will achieve a higher level of service quality than those without it.

According to Leonard (2000:30), domestic workers will feel secure in their careers and their commitment and effort will be increased if they obtain a sense of achievement by what they are doing and if they have some responsibilities. Similarly, if their efforts are recognized and they have a feeling of personal and career achievement or face some type of challenge, they will feel fulfilled and will perceive their work as interesting and worthwhile.

Personal factors such as individual needs, or organizational factors such as tasks and rewards, can motivate a domestic worker to engage in a specific behaviour. Motivation is transitional as well as dispositional, in that it depends on the juxtaposition of a motive trait and a suitable environment (Hanin, 2000:41). Theories of motivation can, therefore, assist domestic employers in understanding the complexities of human behaviour, as well as offering an insight into the appropriateness of the theories and their concepts to specific situations. For instance, when a domestic worker is unhappy about the nature of his/her conditions of employment, job security is in question. Maslow's and Herzberg's content of motivation theories are more relevant in addressing the issue.

The thinking of Herzberg is that individuals have to be maintained in a relatively comfortable environment in terms of safety, security and status and be developed through achievement; recognition and advancement (Grobler *et al.*, 2002:107).

Maslow on the other hand, proposed five categories of needs in order of importance: physiological needs, safety and security needs, love and social needs, esteem needs and self-actualization needs. The value of Maslow's theory for employers in the domestic sector services is, that it emphasizes needs of domestic workers and allows their employers to work toward providing workers the means to satisfy these needs and to be more productive. Maslow's theory is of great value in a general sense, but does not apply to all people at all times (Erasmus-Kritzinger, Bowler & Golath, 2001:33)

Human needs must be recognized at all levels and individuals' desires must be realized. According to Kroon (1996:329), it is important that domestic employers must understand that their employees look for fair treatment and opportunities to advance and that financial gain only is not the motivator. Diale (2005:26) further states that job security comes before a high salary. It may be an incentive but not the crucial motivator that many domestic workers are driven by. Self-esteem and recognition are as important as financial gain. With regard to the above, the researcher establishes that it must be the job of domestic employers to build values and practices supporting continuous incremental improvement in the quality of domestic workers' lives to employ job security in a true sense of the word. According to Ivancevich in Surujlal (2003:106) for domestic workers to make a valuable contribution to an organization (household), they must feel that the job is right for their abilities and that they are treated equitably. Since most domestic workers, if not all, spend the majority of their working hours at work, the job becomes a major source of personal identity. According to Joubert (2003:68) the aspects which are regarded as important to management, can be described as support and commitment.

### **2.3.1 Job insecurity**

Lack of job security can bring fear, anxiety and stress (Holmann, 1996:3). Nicholson (1998:66) indicates the following consequences of job insecurity: job insecurity is an element of attitude theory, which arises when there is an inconsistency among an individual's attitudes, behaviours, and/or values. For example, a domestic worker who strongly dislikes his/her job but who must work long hours in order to perform that job, will likely experience dissonance between intended behavior (as predicted by negative attitude) and actual behaviour (working long hours). A domestic worker who experiences cognitive dissonance will be motivated to resolve it in some fashion. For example, the worker noted above, may alter his/her attitude by focusing more on positive aspects of the work. Alternatively, the worker may alter his/her behaviour by working fewer hours. Prolonged periods of dissonance tend to have dysfunctional

Africa. This was because of “apartheid” labour laws, which did not cover domestic workers.

Domestic workers, as an occupational group, were denied certain fundamental worker rights. These included the following.

- Negotiated wage and negotiated terms and conditions of employment.
- The right to legally express their grievances and make a choice regarding the terms and conditions of employment.
- The unrestricted freedom to convene with members and officials of relevant trade union organizations.
- The maintenance of family life by having spouses and children cohabit with them
- Effective bargaining powers.
- Privacy and respect of personal freedom (Friguglietti, 1989:40).

The cumulative effect was that the law allowed domestic workers to be paid the lowest wages, with no social legislative protection in circumstances of injury, unemployment or maternity. The effect was to create an economic underclass of employees in the labour market, which allowed disadvantage to perpetuate through generations of families (Grant, 1997:61)

Until January 1994, the relationship between an employer (household) and his/her domestic worker was governed solely by common law where, prior to this date, this class of workers had no statutory protection (Grosset, 1994:5).

As evidence of the latter, certain categories of employees, including domestic workers, for that matter, were previously excluded from the ambit of various Acts as indicated in table 1 overleaf.

**Table 1 The old legislative framework for domestic workers**

<i><b>LAW</b></i>	<i><b>CLAUSE</b></i>
<b>Basic Conditions of Employment Act 3 of 1983.</b>	Section 1(2) of the Act provides that the following persons shall, for the purpose of this Act, be deemed not to be employees, namely, any person employed in domestic service in private households.
<b>Labour Relations Act 28 of 1956</b>	Section 2(1) of the Act provides that the Act shall subject to the provisions of sub-section (2) apply to every undertaking, industry, trade or occupation. However, section 2(2) provides that the Act shall not apply to persons in respect of their employment in farming operations or in domestic service in private households.
<b>Wage Act 5 of 1957</b>	Section 2(2) provides that the Act shall not apply to persons in respect of their employment in farming operations, or in domestic service in private households.
<b>Workmen's Compensation Act 30 of 1941</b>	Section 3(2) of the Act provides that the following persons shall not be regarded for the purposes of this Act as workmen; see section 3 (2) (f) which includes domestic workers employed as such in a private household or in a boarding house or institution in which are ordinary employed not more than five such servants.
<b>Unemployment Insurance Act 30 of 1966</b>	Section 2(2) provides that the following persons shall not for the purposes of this Act be regarded as contributors, section 2(2) (I) mentions domestic workers employed as such in private households.

**Source: Semela, 1993:136**

The employment relationship in the domestic sector services was more often than not an unequal relationship in which the employer (household) holds more power than the

employee (domestic worker). In those circumstances, it can be construed that an employee might enter into a contract, which would lead to his/her exploitation. This problem was not addressed by common law; nor is the fact that breach of an employment contract did not cause only material damage. An employee who was dismissed, might suffer loss of future prospects, loss of reputation or status and actual emotional damage (Bendix, 2001:104). That was an autocratic paradigm where people related to each other in a superior-inferior mode. The researcher submits that true cooperation and community spirit could not exist in such an environment. Thorough interpretation of the above Acts will portray a true picture (rather than subjective assessment), that in South Africa racial segregation laws have been with our parents for too long. Consequently, the main functions of labour laws, namely, recognition of the right to work, the right to collective bargaining, the right to development, education and training were stabilized by the “apartheid” system.

According to Huber and Sack (1994:20), the exclusion of domestic workers from most statute laws was not an oversight by the government, but a deliberate decision not to regulate the employment relationship between employer (household) and a domestic worker by statute laws and indeed for the following reasons.

- The relationship between employer (household) and a domestic worker is of a very personal nature.
- It will be difficult to check whether each individual employer is complying with the laws.
- It could have a negative impact, for example, if a very high maximum wage is introduced, employers may dismiss their domestic workers, which will cause large-scale unemployment.
- Some aspects would be difficult to administer on an individual basis; for example if each person who employs a domestic worker, has to deduct to the Unemployment Insurance Fund (UIF) and other funds in terms of any relevant Act.

Strydom (2001:24) submits, that on the face of it, this kind of exclusion appeared to be race-and gender-neutral, since the overwhelming majority of domestic workers are not only women, but also Black males. Semela (1993:20), in his research, indicates that there were basically two main reasons for the passing of Master and Servant Legislation, which left domestic workers and farm workers vulnerable, and without any legal position.

- Firstly, the Act was passed purely for households and farming interests. Many employers were farmers and they pressurized the government to pass legislation for the protection of their own interests.
- Secondly, the Act was passed to operate exclusively to domestic services, as it was where the bulk of employers were carrying out businesses.

Most, if not all, contracts of employment of domestic workers were not recorded in writing and this used to cause lots of misunderstandings about what was agreed. And where there was disagreement, domestic workers generally happened to find themselves in a weaker position than their employers, who hold the purse strings (Tood, 2001:40). In the context of domestic employment, there were seldom negotiations which the parties could present demands. In the vacuum in which no collective agreements, code of conduct, or statutory minima existed, more often than not the employer sketched an arrangement that the worker either accepted or rejected by refusing the job. Employers could abuse this power and the contract of employment could become a device for entering into legally unsupervised relations (Meintjes, 1992:48).

In 1991, the National Manpower Commission (NMC) and two specialist committees were appointed for the purpose of considering the inclusion of domestic workers under the Wage Act. In this case, the following views were held.

- The one was, that these employees should not be included under the Act, but that non-binding wage guidelines should be established by the Wage Board or a similar institution.
- While the other group argued for the immediate inclusion of domestic workers, pointing to the fact that the Wage Board was a forum for debate, argument and

presentation of evidence and that it could take into account relevant aspects or even make different determinations for different regions.

No finality was reached as regards domestic employees, and it remained to be seen whether particularly domestic employees would eventually be governed by the Minimum Wage Legislation or whether the provision for statutory councils be used to this effect (Bendix, 1997:148).

Unlike most major occupations in the nineteenth century, domestic service was almost untouched by the growth of trade unions, which might have ameliorated the conditions of employment, improved wages, and ultimately raised the status of the occupation. Effective unions would, in any case, have been difficult to organize among workers who were so scattered and widespread, and in this respect, domestic workers suffered from the same disadvantages as agricultural labourers. Working normally only with one or two other employees, under the employer's own roof and constant supervision, with no regular free time, and with a work-force predominantly female, the conditions of effective association were all lacking for domestic workers. This necessitated the insecurity of domestic workers and their vulnerability to instant dismissal on unreasonable grounds (Cock, 1984:75). Domestic workers have been at the back of the queue when it comes to respect, decent wages, and conditions of employment (Mdladlana, 2001:4).

#### **4. THEORIES OF MOTIVATION PERTAINING TO JOB SECURITY AND CONTRACT OF EMPLOYMENT**

It is indicated in chapter one that the theoretical study will be looked into in order to determine the available scientific evidence on the effectiveness of the contracts of employment of domestic workers. For a contract of employment to be effective, what does it have to look like? The researcher has a very strong belief that in order to be valid, vibrant or effective, a contract of employment must be visible/accessible, intelligible/understood; it must contain steps and time scales for any action, it must have



credibility/trust, support, commitment from domestic employers, domestic workers, and trade unions. A contract of employment which is not in compliance with common law or, where applicable, with the relevant statutory provisions regulating the domestic sector services, and finally not meeting the basic requirements for working productively in the domestic sector; is also not going to have any significant effect on the job security of domestic workers.

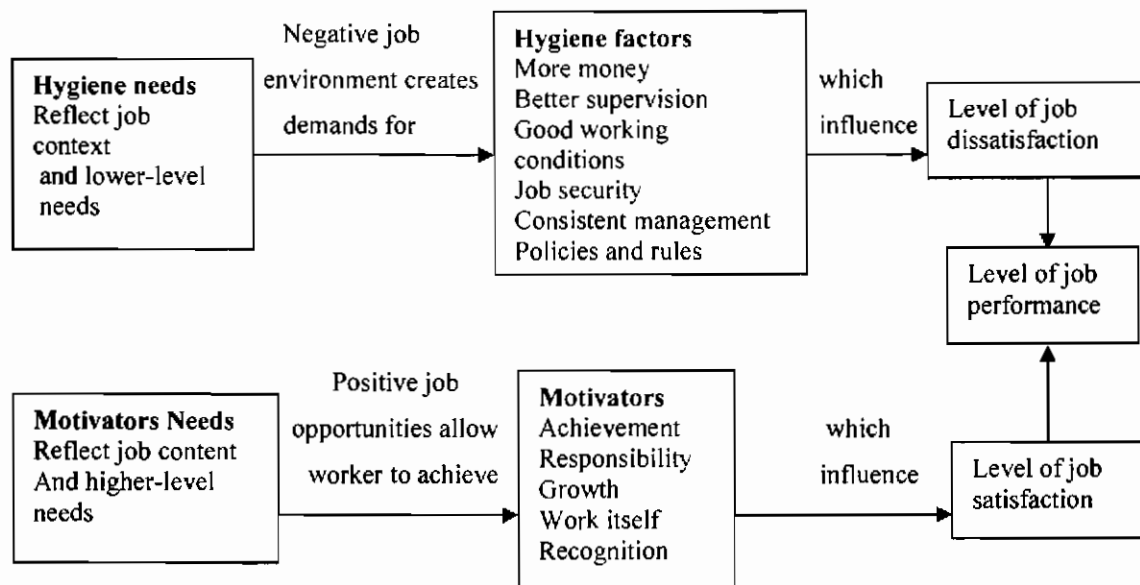
This study argues that the hopes, feelings and aspirations of people are important. There are many theories for studying domestic workers' contracts of employment with regard to their job security and/or conditions of employment. These stress, that people are motivated by a desire to satisfy many needs. Experts do not, however, agree on what these needs are and what their relative importance is (Fielding, 1997:38). However, this study is informed by two popular theories which the researcher regarded more relevant to the domestic sector services, namely, Herzberg's Two-Factor Theory of Motivation (the motivation-hygiene theory) and Maslow's Needs Hierarchy Theory of Motivation. Herzberg applied his two-factor theory specifically to the workplace, whereas Maslow applied the hierarchy of needs theory to motivation in general (Grobler *et al.*, 2002:107). As the former study proceeds through the review of motivation theories, the objective of each alternative theory is to explain and predict purposeful or goal-directed behaviour.

For the above theories to serve the purpose in this study, a definition of "motivation" should first be outlined. Motivation is defined as the force that energizes the tendency to persist, even in the face of one or more obstacles (Grobler *et al.*, 2002:105) and (Kroon, 1996:327). According to Kreitner and Kinicki (2001:205), Bagraim, Potgieter, Werner and Viedge (2003:52) and Appleby (1994:199), motivation represents, in the present context, those psychological process that cause the arousal, direction, and persistence of voluntary actions that are goal directed.

#### **4.1 Herzberg hygiene and motivation theory**

Frederik Herzberg formulated this theory in 1959. The theory was designed to test the concept that man has two sets of needs: his need as an animal to avoid pain and his need as a human to grow psychologically. The finding of the Herzberg theory suggests, that

the factors involved in producing job satisfaction (and motivation) are separate and distinct from the factors that lead to job dissatisfaction (Steers & Porter, 1975:95) and (Appleby, 1994:200). Refer to figure 2 presented below.



Source: Grobler, *et al.*, 2002:107

**Figure 1 Herzberg's theory: factors affecting job satisfaction**

According to the two-factor theory of job satisfaction, the primary determinants of job satisfaction are the following intrinsic aspects of the job, also called motivators.

- Achievement : opportunity to experience success
- Recognition : the acknowledgement to achievement
- Responsibility : the control over ones work
- Advancement : the promotion awarded for achievement
- Work itself : the content of a career (Van Antwerpen, 2003:73).

On the other hand, the primary determinants of job dissatisfaction, are extrinsic factors called hygienes.

- Company policy and administration
- Supervision

- Interpersonal relations
- Working conditions
- Salary
- Personal life
- Status
- Security (Bergh & Theron, 2003:152).

#### **4.1.2 Application of Herzberg's theory**

It can be seen in figure 1 that the presence of motivation factors is positive and will satisfy domestic workers, whilst the absence of hygiene factors is negative and is clearly evident of the ineffectiveness of the contract of employment. Therefore, the concept of satisfaction seems to be related to the quality of the job, which will facilitate personal growth and development. These become motivating factors, which will encourage domestic workers to put more effort into what they are doing in order to gain more satisfaction. The hygiene element of the theory relates to the concept of working conditions, and one should take this phrase in its broadest sense to mean not only physical conditions, but all the constraints and limitations under which domestic employees work (Aamodt, 2004:297).

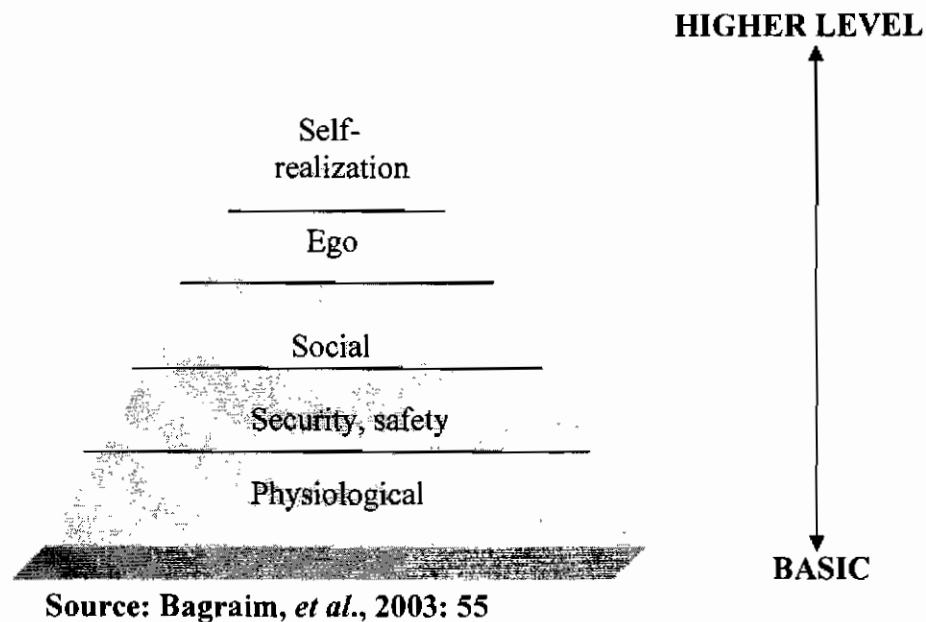
Herzberg maintained, that constant monitoring and adjustment of the hygiene factor, while not creating job satisfaction, could go a long way towards counteracting dissatisfaction (Stafford, 1994:108). Taking it from that point, if the hygiene factors are right, conditions are then conducive to motivating domestic workers through improving the job and incorporating a wider range of skills and a greater opportunity for personal development/growth.

#### **4.2 Maslow's needs Hierarchy theory**

In 1943, psychologist Abraham Maslow published his now famous needs hierarchy theory of motivation. Maslow proposed that motivation is a function of five basic needs (figure 2). Maslow arranged these five needs categories in a proponent

hierarchy. In other words, he believed human needs generally emerge in a predictable stair-step fashion (Steer & Porter, 1975:31); (Kroon, 1996:332).

Fulfilling any need, will arguably motivate domestic workers; meaning the higher the level of need, the higher the degree of motivator required.



**Figure 2 Maslow's hierarchy of human needs**

Each subsequent layer is smaller than the layer below, indicating that there are fewer yet most important needs at higher levels.

- The order of the needs holds true for domestic employees. Therefore, the employer (household) should aim at satisfying psychological needs first, since this need is primary in most cases.
- No level can be satisfied until all levels below have been satisfied. Therefore, to fulfill esteem needs, the three lower levels must have been achieved (Bergh & Theron, 1999:170).

According to Aamodt (2004:294) it is useful to look at a hierarchy as if it were a staircase that is climbed one step at a time until the top is reached as indicated in table 2 overleaf.

**Table 2 A staircase of Maslow's hierarchy of human needs**

NEEDS	EXPLANATION
<b>Psychological Needs</b>	Psychological needs are the primary needs for food, shelter and clothing that can be directly satisfied by compensation: employees who are adequately paid can provide for their basic needs.
<b>Safety Needs</b>	Once the psychological needs have been satisfied, the safety or security needs become a motivational factor. Many employees' most important security need is "job security". Other security factors include increases in salary and benefits.
<b>Affiliation Needs</b>	On the third level are social needs. At this level, domestic workers desire social relationships inside and outside the workplace. Peer-group acceptance within the workforce is often an important psychological need for domestic employees.
<b>Esteem Needs</b>	Once domestic employees have formed friendships within the organization and feel a part of the peer group, the need self-esteem takes precedence. There is a need to believe that one is worthy, capable, productive, respected and useful, because most people tend to underestimate themselves.
<b>Self Actualization Needs</b>	The highest needs level is that of self-actualization. At this stage domestic employees seek a fulfilling, useful life in the organization and in society. Employees seek challenging and creative jobs to achieve self-actualization

**SOURCE:** Maslow, 1970:35; Erasmaus-Kritzinger, *et al.*, 2001:33; Nieman & Bennett, 2002:180.

#### **4.2.1 Application of Maslow's Theory**

Domestic workers will climb the ladder of needs fulfillment until they have become self-actualized. If any need is not fulfilled, a domestic worker will continually strive to fill

that need; i.e. the need becomes a motivational factor. At any level, needs may be fulfilled outside as well as within the organization (Grobler, *et al.*, 2002:105).

Domestic workers may encounter career barriers, which can be devastating in many respects, in such a way that they arouse strong emotions. Moreover, this class of workers, is not always clear about what is happening to him/her emotionally. The concept of motivation helps people to understand what makes an adaptation encounter personally relevant and a source of harm or benefit, hence emotional (Hanin, 2000:41). According to Holmann (1996:6), the greatest sense of job security will come from the genuine experiencing of one's own intrinsic value. This feeling of self-worth is a wellspring of strength upon which to draw.

## **5. CONTRACT OF EMPLOYMENT VS JOB SECURITY**

One of the first concerns that anyone has upon entering a new profession, is job security, or job tenure of employment (Singh, 2001:65). The loss of jobs and job security have created crises. In Chinese the word for crises is a combination of the symbols for danger and opportunity (Holmann, 1996:3). The protection offered by most national labour laws and International Labour Organization (ILO) instruments, is applicable only to workers who are employees and have an identifiable employer with whom they have an employment relationship, the corresponding legal instrument being generally referred to as a contract of employment (ILO, 2002:1).

A contract of employment leads to the establishment of special relationships. In most instances no date of termination is established beforehand in the contract of employment; it is expected, that if each party performs his/her duty, the term of the contract will be indefinite. It follows, that if a termination of contract occurs, there should be a sound reason for such termination (Bendix, 2001:104).

In order for a domestic worker to claim his/her rights under various employment protections, he/she must show that he/she is an employee and not a self-employed

individual. It is also important for him/her to establish how long he/she has been an employee of a particular employer, because certain rights, for example the right to receive redundancy payments, become operative only after a minimum period of full-time employment. Most of these problems are solved by the existence of the contract of employment, which covers these aspects in the form of job security (Weeks & Inns, 1981:93). A contract of employment could be an instrument to prevent conflicts/disputes, but it must be remembered, that it is not the contract *per se* that brings stability to the relationship, but the certainty and clarity of communication between the two sides (Meintjes, 1992:223).

The researcher holds the view, that it is the primary obligation of each domestic employer to see to it that at the initial stage of employment relationship with his/her domestic employee, a valid contract of employment is concluded. Once a contract has been entered into, it should be accepted that the parties, in employment relationship, have by implication agreed to certain rights and duties. This should further be followed by the employer's duty to register his/her domestic employee. Once a domestic worker has been registered, a contract of employment invites, for job security purposes, various labour statutes (Figure 3). Usually job security should be regulated through labour legislation and it remains the exclusive responsibility of the state to ensure that all domestic employers comply with the statutes.

Once the contract of employment has introduced/exposed domestic workers into the various statute laws, both domestic workers and their employers will be able to go to the Labour Court or Commission for Conciliation, Mediation and Arbitration (CCMA) if the termination of the contract of employment is unfair. The Labour Court or CCMA could then order a form of specific performance as it could order that the employer reinstate his/her domestic worker if, for instance, it finds that the employer has unfairly dismissed his/her domestic employee (Huber & Sack, 1994:18).

Because the conduct of labour relationship is of such importance to society at large, the state most certainly has a role to play in the relationship. In most societies the state will,

at the very least, provide minimum legal protection to the parties in the relationship and, if necessary, establish a framework for the peaceful conduct of the relationship (Bendix, 2001:10).

Concerns about the administrative burden to employers are not convincing, since all employers should, once they enter into the benefit of an employment relationship, also bear the social responsibilities of employment. In addition, fears of mass unemployment as a result of legislative regulations, which have been introduced, have proved to be unrealistic. The inclusion of domestic workers into the Basic Conditions of Employment Act and the Labour Relations Act, has not resulted in massive retrenchments, dismissals or unemployment for domestic workers (Grant, 1997:64).

The labour statutes imply, that domestic employment in South Africa today, has special status, power and prestige. It enjoys the mystique of a profession with special rights, privileges and obligations. It has public acceptance and displays a distinctive occupational culture. This is supported by the fact that since the BCEA was extended to cover domestic workers, the nature of the employment relationship between employer and domestic worker has changed drastically.

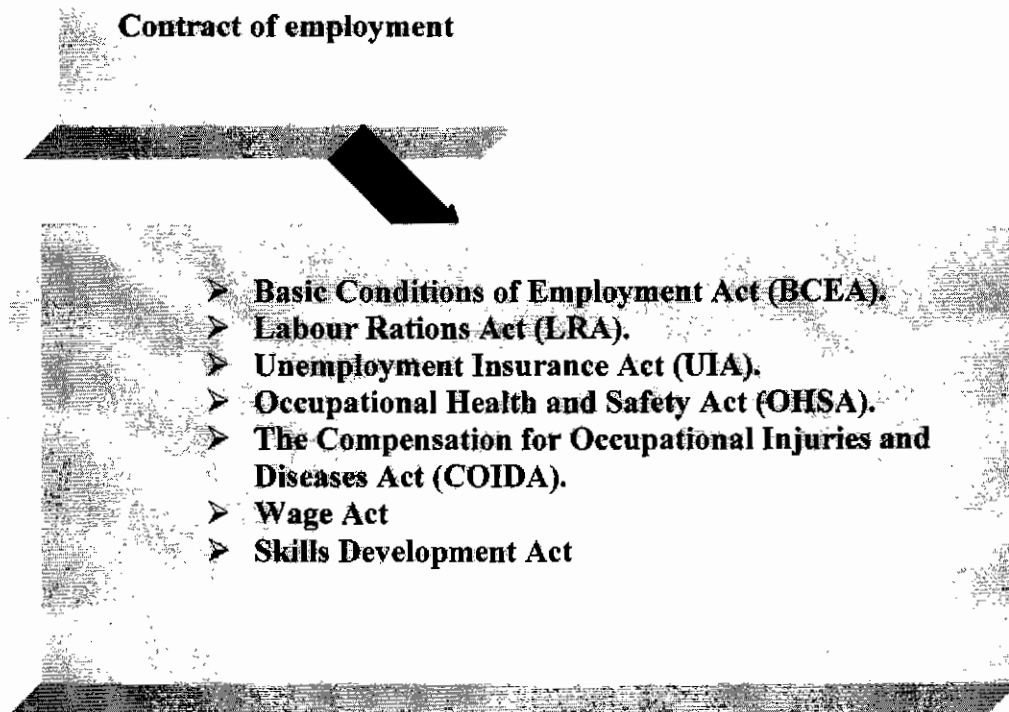
There was a problem that a contract of employment between a domestic employer and a domestic worker is related only to the individual employment relationship. It was held, that the individual employment relationship differs from the collective relationship between a group of employees and a single employer, and that different measures should apply.

The above considerations have led to the establishment of labour statutes (as per figure3) intended, in the main to.

- safeguard the domestic employees against blatant exploitation by their employers;
- provide for a more equal distribution of power between employer and employee;
- and



- guard against unreasonable behaviour by either party and allow for the establishment of collective relationships (Bendix, 2001:107).



Source: Bendix, 2001:113-114

**Figure 3 Legal regulations for employment relations**

## **5.1 Legislative regulation for employment relations**

### **5.1.1 Basic Conditions of Employment Act (BCEA)**

The BCEA lays down the general minimum conditions for persons in employment, whether in the office, at a factory, on a farm or in a private household. The Act is prescriptive, in that the transgression of any of its provisions is a criminal offence. Thus an employer who, for example, obliges his employees to work more than the maximum number of hours per week prescribed in the Act or does not grant employees the requisite annual sick leave, may be prosecuted in terms of the Act (Juta's Statutes, 1999:8). The fact that the legislature has seen fit to impose minimum conditions of

employment in the domestic sector services, reflects the perceived need for protection of domestic workers from malpractices by their employers.

### **5.1.2 Labour Relations Act (LRA)**

The objective of the Act is the prevention and settlement of disputes between employers and employees and provision for the regulation of terms and conditions of employment by agreement. It provides also for dispute settlement procedures and facilities, for certain procedures to be followed in order to engage in a legal strike or lockout, for the declaration of unfair labour practice disputes. Unfair dismissals, as opposed to other unfair labour practices, are more codified. All previous exclusions of employees from the ambit of the LRA have been removed. This brings an entirely new dimension to LRA as the agricultural and domestic employees now have virtually the same rights as other employees. However, in certain instances, specific procedures are established for these sectors (Huber & Sack, 1994:79-84); (Bendix, 2001:114).

### **5.1.3 Unemployment Insurance Act (UIA)**

This Act provides for contributions by employers and employees to the Unemployment Insurance Fund (UIF) and for payment benefits to persons who become unemployed, who are ill for lengthy periods or, in the case of females, who give birth to or adopt a child. The fund also provides for payments to dependants of deceased employees. The scheme operates as a compulsory insurance fund that pays out limited benefits to contributors or their dependants for the causes mentioned above. It is meant to offer assistance during temporary unemployment and is not aimed at those who have left the labour market. This is apparent from the emphasis placed on the unemployed person having to seek other employment. The fund is therefore not a provident fund nor is it a retirement fund. In this the state attempts to alleviate the harmful economic and social effects of unemployment (Strydom, 2001:83).

#### **5.1.4 The Compensation for Occupational Injuries and Diseases Act (COIDA)**

This Act replaced the Workmen's Compensation Act and allows for compensation to be paid to an employee who, as a result of his/her activities in the work situation, is partially or totally disabled or contracts an occupational disease. In the event that the employee dies as a result of an accident, injury or disease, the compensation will be paid to his dependants. The Act covers all employees, including casual and seasonal workers, and directors who have a contract (Huber & Sack, 1994:86-88); (Bendix, 2001:114).

#### **5.1.5 Occupational Health and Safety Act (OHSA)**

Employees enjoy a common law right to a safe work environment: Health and Safety Legislation is aimed at supplementing this basic right. The Act provides for health and safety of persons in connection with the use of plant machinery. The scope of this Act is appropriately wide: it covers the private industry, as well as the public sector; agricultural sector, as well as domestic workers in private households and indeed, also persons who are exposed to hazards, even though this did not occur in the context of employment (Du Plessis, *et al.*, 2002:167).

#### **5.1.6 Wage Act**

The Wage Act supplements the Labour Relations Act, in that it covers those areas where the collective bargaining machinery of the Labour Relations Act is not used and where there are no bargaining councils having jurisdiction. The wage determination, like a centralized agreement, is a means of ensuring that other employers in the same industry, occupation, trade or area do not pay lower wages, enabling them to cut costs and to sell their products at lower prices (Bendix, 1997:146).

### **5.1.7 Skills Development Act**

The Act ensures that certain categories of employees receive adequate theoretical and practical training to equip them to perform at prescribed levels of skills in certain trades and occupations (Du Plessis *et al.*, 2000:147). This Act should be regarded as of paramount importance in the domestic sector services, since this class of domestic workers is a very wide class which includes employees of various grades, from a house-keeper of great attainment and higher position down to a scullery maid (Meintjes, 1992:33). Domestic employers must train their workers in home management skills and knowledge of their homes, enable them to practice using all available appliances, give them opportunities to ask questions if they don't understand instructions before they can discipline or accuse them of poor work performance. According to Ngidi (2003:21), empowering domestic workers with knowledge is important for their safety and the safety of those that they look after.

## **6. RECENT DEVELOPMENTS IN THE DOMESTIC SECTOR SERVICES**

The days of hiring and firing a domestic worker at will, are forever gone, because the law and principles pertaining to employing and dismissing in a domestic sector, have undergone significant changes over the past ten years. This was in order to ensure the job security of a domestic employee (Du Plessis, *et al.*, 2002:271) and (Miles & van Rensburg, 1997:1).

The time has indeed arrived where domestic workers are valued for their contribution they have made and are making. It is time that domestic workers are afforded their rightful place in the labour market and in society.

The facts advocating the former, are the following.

- As from January 1994, basic working rights, contained in the BCEA (No 3 of 1983, as amended), have been granted to domestic workers. The application of

the Act changes totally the relationship between employer and domestic worker, placing that relationship on a legal basis for the first time. The Act covers every aspect of domestic workers' employment, placing them on a contractual basis similar to that of workers in the formal sector (Grossett, 1994:1).

- For the first time in the history of South Africa, BCEA section 29(1) creates a statutory obligation on the employer (household), whenever a domestic worker commences employment, to provide a domestic worker with the written particulars that form part of the contract of employment (Levy, 2001:1).
- Employers of domestic workers are warned to follow the correct employment procedures when recruiting and selecting their domestic workers. They need to bear in mind, that domestic workers are catered for by the stipulation of BCEA and LRA. Following the correct recruitment and selection procedure, helps in minimizing problems in the domestic workers' and employers' relationships (Ngidi, 2003:17).
- Domestic workers now enjoy the full job security of knowing that in terms of the BCEA, they are entitled to have the main provisions of the contract of employment recorded in writing (Tood, 2001:40).
- A contract of employment between a domestic worker and his/her employer, may be terminated only on notice not less than one week during the first six months of employment or four weeks if the domestic worker has been employed for more than six months (Levy, 2003:4).
- Upon the termination of the contract of employment of a domestic worker, the BCEA requires an employer to furnish a domestic worker with a certificate of service. Excluded from this requirement, are employers of domestic workers who have deserted their place of employment (Grossett, 1994:18).

- If the employer of a domestic worker who resides at the workplace or in other accommodation supplied by the employer, terminates the contract of employment of that domestic worker before the date on which the employer was entitled to do so in terms of the clause, the employer is required to provide the domestic 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 (RSA, 2002:28).
  
- Since 1994, the Department of Labour has been working to include domestic workers in all labour laws. Since 1996, domestic workers have been covered by the Labour Relations Act (LRA) and have had access to CCMA where they have been able to contest unfair dismissals and other unfair labour practices. Approximately 9% of all disputes heard at the CCMA are referred by domestic workers (Lesedi FM, 2005).
  
- When the labour department promulgated the BCEA in December 1998, they made it possible for the first time to set the minimum wages and working conditions for domestic workers. This Act makes provision for the minister of labour, to establish a Sectoral Determination after being advised by the Employment Conditions Commission (Grogan, 2003:3).
  
- With effect from 1 November 2002, domestic employers are required to pay domestic employees who work in an urban area and who work for more than twenty seven ordinary hours per week, a minimum rate set as follows.
  - A domestic worker, who works for more than 27 hours per week in an urban area must earn a minimum of R4, 10 per hour
  - A domestic worker, who works less than 27 hours per week in an urban area, must earn a minimum of R4, 51 per hour
  - A domestic worker, who works for more than 27 hours per week in a rural area, must earn a minimum of R3, 33 per hour

- A domestic worker, who works for less than 27 hours per week in a rural area, must earn a minimum of R3, 66 per hour (Department of Labour, 2003:11).
- The South African government is trying to ensure that at least no domestic worker is paid a salary that is below R600.00, as in some households they earn as little as R200.00 per month, or even less in others. The Minister of Labour has argued, that the government has a responsibility to protect domestic workers' jobs and that if wages were too high, they would not have any jobs (Robinson, 2001:3).
- Employers who cannot afford to pay the new minimum wage, have an option of reducing the hours of work, instead of retrenching the employee. It is illegal to pay less than the prescribed hourly rate. If the employer pays more than the prescribed rate, he/she may not reduce the rate because it will be an unfair labour practice. The main argument in favour of minimum wages is that every domestic worker should be paid at a level that enables a certain minimum standard of living to be maintained. In addition, higher wages would lead to improvements in the domestic workers' morale and nutrition, and would reduce absenteeism, illness and labour turnover, all of which would bring about productivity improvements (Barker, 2003:113).
- Sectoral determination stipulates, that every domestic worker be granted an annual wage increase of at least 8% on 1 November of 2003 and of 2004. The determination also states, that if the annual increase in the Consumer Price Index (CPI) six weeks prior to a wage increase coming into effect, is 10% or higher, domestic workers will be entitled to receive a wage increase that is equivalent to the increase in the CPI (Levy, 2003:2).
- The Department of Labour is embarking on an inspection blitz, to check employer compliance with the law that set minimum wages and conditions of employment in the domestic sector (Buanews, 2004:12).

- The Skills Development Act No 97 of 1998 encourages employers to provide their domestic employees with opportunities to acquire new skills (Ngidi, 2003:27). Domestic workers need proper induction training and on-going training in order to cope with their tasks and to improve productivity at work.
- The Domestic Chamber of Services SETA is sponsoring a Skills Training Programme for domestic workers at no cost to the employer or the domestic worker. The courses include cooking, cleaning and laundry. Domestic employers and their employees may contact the Domestic Chamber through any of the following correspondences.  
 -Tel: 086 111 2591  
 -Fax: 086 614 0207  
 -E-mail: [zenzele@col.co.za](mailto:zenzele@col.co.za) (Domestic Chamber, 2004:22).
- In terms of the skills development strategy, home for domestic workers have been found under the cleaning chamber of the services sector, education and training authority. A process is underway to determine the training needs of domestic workers and ensure that they get access to training in the same way as do other workers. The enforcement of the country's labour laws had always been driven by a need to educate everyone on how best to implement them for their benefit (Buanews, 2004:12).
- domestic workers are included in the new Unemployment Insurance Bill presently before parliament. Department of labour is continuing to work with non-governmental organizations and others in order to ensure that the administrative obstacles facing their inclusion are overcome (Cosatu, 1999:8).
- In his media statement, Membathisi Mdladlana (2001), when releasing a report about wages and conditions of employment for domestic workers, stated that "the state carries the responsibility of protecting domestic workers to ensure that they



have the same basic rights and are afforded their dignity. The BCEA is the principle instrument through which such protection is extended. In the coming period we shall focus on its effective and appropriate implementation, bearing in mind the requirements to seek a balance security and flexibility” (Mahlaba, 2004).

There is evidence to suggest that the South African government has now become aware of the enormity of the problem in the domestic sector services. With the deadline now for the registration of domestic workers for unemployment benefits, the legislative neglect from which this group of employees has long suffered, has finally been corrected. There was no reason why domestic workers in so large and important a sector should be treated differently from workers in other sectors. It would be arguable that if the unequal treatment to which domestic workers were subjected had not been corrected, the authorities would have failed in their constitutional duty to treat all similarly circumstanced persons equally.

## **7. CONCLUSION**

Domestic workers at large experienced the consequences of a system of social strictures, which prescribe the limitations of their acceptable behavior. They maybe statutory employees now, but may have forged unique relationships with their employers over many years of service under an earlier largely paternalistic dispensation. They have, in short, become part of the family. While this relationship cannot excuse exploitation, it does complicate the application of some labour laws.

However, different sources of information have proved that the contract of employment can be trusted as the perfect instrument in securing jobs in the domestic sector. Individual hardships can be corrected only by vigilant surveillance (contract of employment) and enforcement, which is the responsibility not only of the authorities, but also of the following parties.

- Affected workers themselves.
- Trade unions,
- Non-governmental organizations involved in the domestic sector.

Having established the theoretical foundation of this study, the research design and methodology employed to gather the data, will be examined in chapter three.



## **CHAPTER THREE**

### **RESEARCH METHODOLOGY**

#### **1. INTRODUCTION**

In the last chapter attention is given to a literature review. A contract of employment is briefly analyzed, giving attention to the following: its definition; requirements for its validity; its importance; and contents. Domestic workers are defined, as well as the characteristics and categories thereof. The discussion on what job security entails is also touched. The combination of the contract of employment and job security postulates that a contract of employment has a significant effect on the job security of domestic workers. The historical background, theoretical framework and recent developments in conjunction with legislative framework in the domestic worker sector are also looked into.

This chapter describes the research methodology used in this study. Methodology is described as the application of various methods; techniques and principles in order to create scientifically based knowledge by means of objective methods and procedures with a particular discipline (Surujlal, 2003:138). It is focused on specific ways and methods that can be applied to better understand the field and scope of study, which refers to the various methods and principles used within the general research process.

Various aspects relating to particular research methods and techniques for this study, are discussed in this chapter. It involves a detailed explication of the objectives, hypothesis, target group population, selection and population of sample, research design, ethical statements, measuring instruments, statistical analysis methods and procedures to be followed. Finally the whole chapter is summarized.

#### **2. RESEARCH OBJECTIVES**

The aim of the study is to determine the impact of the contract of employment on the job security of domestic workers.

## **2.1 Specific objectives**

### **2.1.1 Theoretical objective**

The literature study has been conducted to determine the efficiency of the contract of employment. The following instruments were used as sources of information: articles; journals; labour reports; textbooks; and the internet. The Commission for Conciliation, Mediation and Arbitration (CCMA) reports, theses and dissertations are also gleaned. The literature study provided the researcher with an opportunity to gain preliminary insights into the field being researched. It also provided the researcher insights in developing constructs which focus on identifying the subjective properties for which the data should be collected for investigating the defined research problem and formulating the possible solutions.

### **2.1.2 Empirical objectives**

The empirical objectives of this study are the following.

- Determining the impact of the contract of employment on the job security of domestic workers.
- Measuring job security of domestic workers.
- Determining the degree of understanding of domestic workers of the terms and conditions of their contracts of employment.
- Determining the adherence of the employers to the terms and conditions of the employment contracts of domestic workers.
- Providing recommendations for further research, based on the findings of this study.

## **3. HYPOTHESIS**

### **3.1 Specific hypothesis**

The following is the specific hypothesis.

Ha = the contract of employment has a significant effect on the job security of domestic workers.

It is postulated, that there is a positive relationship between the contract of employment and job security. A specific hypothesis is written for each possible dependent variable.

#### **4. EMPIRICAL STUDY**

According to Knowles in Ngidi (2003:35), clues as to what people ought to learn for their own good, can be obtained from the individuals themselves. In order to achieve this aim, it is necessary to conduct a survey, based on the available literature, which forms the theoretical basis to describe the value of the contract of employment on job security. In addition, a qualitative survey in the form of structured interviews will be conducted to elicit perceptions and ideas of domestic workers on their job security. The information obtained in the literature survey, will contribute towards the development of questionnaires, which will be utilized in the empirical part of the study.

##### **4.1 Target population**

According to Boyce (2002:232), the target population is a clearly defined group of entities that have some of the characteristics relevant to the studies in common, whereas Hair, Bush and Ortinau (2002:328) view the target population as an identified group of elements that are of interest to the researcher. Regardless of how well the research instrument is designed, the data will lose value if the wrong people are targeted (Boyce, 2002:232). Surujlal (2003:140) comments, that it is important for the researcher to be precise in specifying exactly what elements of the population are of interest and what elements are to be excluded.

The target population in this study comprises domestic workers in the area of the Vanderbijlark and environment. Areas covered, include South-west 1; South-west 2; South-east 3; South-west 5; and South-west 5x1 (Table 3 overleaf).

**Table 3 Composition of the targeted population (N)**

<b>SUBURB</b>	<b>WARD</b>	<b>HOUSES</b>
South-west 1	3	N = 1069
South-west 2	3	N = 394
South-east 3	4	N = 896
South-west 5	4	N = 272
South-west 5x1	4	N = 205
<b>Total</b>	-	<b>N = 2836</b>

**Source: Emfuleni Comprehensive Strategic Plan (1996).**

According to the Emfuleni Comprehensive Strategic Plan (1996), the population is estimated at 2836 households. It is this targeted population whose subjects are contained in the sample frame being studied. Domestic workers had to participate in the field exercise because they were considered important stakeholders in the domestic worker sector.

#### **4.2 Sample frame**

It is suggested, that once the target population has been defined, the researcher must assemble a list of all eligible sampling units, which is referred to as the sample frame (Surujlal, 2003:141).

For the purpose of this study, the following criterion was used to draw the sample to be researched.

- Males and females, as per definition of a domestic worker, in the identified suburbs participated.

#### **4.3 Sampling procedure**

In this research a non-probability sampling method was used. Bless and Higson-Smith (1995:94) describe this sampling method as the most rudimentary one. The non-probability sampling procedure utilized is the accidental sampling. Questionnaires were

administered and interviews were conducted to the domestic workers who happened to be at the particular shopping center or bus stop at the particular time when the researcher was present for such purposes.

Accidental sampling was chosen, because it is the most convenient collection of members of the population (units of analysis) that are near and readily available for research purposes (Welman and Kruger, 2002:62). Maps and population statistics of all households in the area of Vanderbijlpark and environment, which include South-west 1, South-west 2, South-east 3, South-west 5, and South-west 5x1, were used for selecting domestic workers who participated in the survey.

Two hundred and three participants (n=203) were used in this study. It was unnecessary for all subjects to have an equal chance of being selected. The reader should note, that the sample size does not entitle the researcher to make assertions regarding job security amongst domestic workers in general. However, certain phenomenon has emerged which may be applicable or be of relevance to domestic workers at large. The researcher has, therefore, discussed the ramifications of the research findings predominantly within the parameters of the sample population (n=203).

#### **4.4 Research design**

The research design is described as a specific procedure, which is adopted in the collection and analysis of data necessary to address a problem (Surujlal, 2003:139). When investigating the research questions, data will be collected from objects of the enquiry in order to solve the problem in the domestic sector. A crucial element in this connection, is the research design that is intended to be used.

Research design to be used for this study is the survey method, which aims at the collection of qualitative data. In determining the impact of the contract of employment on the job security of domestic workers, questionnaires and structured interviews will be used. To gather information, questionnaires were distributed to various the sample



groups. The survey design was chosen because it would enable the researcher to obtain accurate information from all the participants.

According to Welman and Kruger (2002:46), a survey design is described as a plan according to which the researcher will obtain participants (subjects) and collect information from them. According to Leedy (1980:133), the descriptive survey method requires the researcher to purposefully look over and beyond. He emphasizes, that looking or seeing is not restricted to perception through the physical eye, as it is done by means of questionnaires. According to Denscombe (2000:27), the advantage of using surveys, is that they produce empirical data based on real world observations; they have a wide and inclusive coverage and produce required data in a short time at fairly low cost.

Leedy (1980:133) argues, that when using the survey method, the researcher observes by way of a close scrutiny the population, which is bounded by the research parameters and then makes a careful record of what one observes. Mason and Bramble (1989:52) further concurs, that a survey method in research is used to investigate the distribution of characteristics in a population, whereas questionnaires and interviews are primarily used to collect information.

#### **4.5 The pilot study**

Regardless of the expertise and experience of the designer of the questionnaire, pre-testing must be undertaken so as to ensure that questionnaire communicates the information correctly and clearly to the respondent (Surujlal, 2003:147). Du Plessis (2003:67) states, that there is always a chance that some questions could cause problems and as such, questionnaire testing is needed to identify and eliminate these problems. Strydom, Fouche, Poggenpel and Schurink (1998:182) state, that the purpose of the pilot study is to improve the success and effectiveness of the investigation and it must be executed in the same manner as the main investigation. In accordance with their view,

questionnaires and interviews were piloted with the aim of identifying and addressing any problems that may arise.

The department of labour was first furnished with the questionnaires for screening purposes. The department evaluated questions in terms of clarity, relevance, and interpretation. The research instruments were then pilot-tested to a population with characteristics similar to the targeted group. The pilot project respondents were all domestic workers from Vanderbijlpark and environment. Ten domestic workers from different households were used in the pilot study. One respondent was drawn from each household in order to ensure validity and to eliminate bias in their responses. Privacy was maintained during interviews in order to eliminate distractions and ensure freedom of expression.

#### **4.6 Ethical considerations**

The main purpose of this study was made known to the participants during the first visit, prior to interviews and delivery of questionnaires in the form of a letter of introduction from the researcher (appendix A), for the following reasons.

- To establish rapport between the researcher and the subjects.
- To request permission to work collaboratively with them.
- To elicit their endorsement of and support for the proposed research.

All participants were assured that their identity would remain confidential and that anonymity would be maintained at all times. They were further informed that information gathered, would not be used against them under any circumstances, but would solely be for the purpose of the research.

#### **4.7 Measuring instruments**

The method of data collection used in order to elicit information regarding job security, consisted of questionnaires and interviews. The questionnaires were administered to domestic workers from the identified suburbs. Closed questions were utilized in the

construction of interviewing schedules. Interviews were used in cases of illiteracy as per the format of the questionnaire.

In order to investigate the accuracy or the truth of the research hypothesis of the study, there was a need to determine the dependent variable appearing (Welman and Kruger, 2002:128). Mouton, in Ngidi (2003:38-39), states that a first general principle in data collection is, that the inclusion of multiple sources of data collection in a research project, is likely to increase the reliability.

Prior to commencing the interview, the respondents were informed that the researcher was writing a book about domestic workers. The researcher thanked the interviewees for their participation and assured them of absolute confidentiality regarding the content of their discussions. At this point, the researcher answered any question that was posed by the respondents, and when the researcher was confident that the interviewees were comfortable with the procedure and fully understood their role, the interviews proceeded.

#### **4.7.1 Questionnaires**

The biographical data questionnaire was designed and implemented for the purpose of gathering information regarding the following aspects.

- **Personal background** covered aspects such as gender, age group, race, occupation, place of work, and level of education.
- **Conditions of employment** covered aspects such as duration of employment with the current employer, leave, benefits, overtime, wages and termination of employment with regard to the contract of employment and job security (refer to appendix B).

Giving attention to the different levels of literacy among domestic workers, the researcher phrased the questionnaire formally. All literate domestic workers were supplied with questionnaires to complete and such questionnaires were later collected by the researcher on the agreed upon date. The reason for choosing this method of data

collection was that some respondents were adequately educated and thus able to complete questionnaires. The researcher and two research assistants administered the questionnaires. According to Knowles (1980:101), questionnaires give people an opportunity to express their feelings anonymously and without anxiety, which can sometimes accompany many personal techniques.

#### **4.7.2 Interviews**

The more versatile face-to-face interview method was used for obtaining information from illiterate subjects.

Interviewing schedules covered aspects like personal details, and employment details.

- **Personal details** covered aspects such as gender, race, languages, age group, domestic worker type, and place of work, level of education, and profile of the contract of employment.
- **Employment details** included aspects like length of service with the current employer, contract of employment, job description and termination of employment.

The questions were verbally phrased in comprehensive English, Sotho, Xhosa, or Zulu, to the extent that they were clearly understood by all respondents. This was done consistently and in such a way that the researcher conveyed no additional interpretations or suggestions. Interviews were chosen as a method of data collection because of their reliability, especially when dealing with domestic workers, particularly because some of them were illiterate. Knowles (1980:101) states that interviews are better than any other device: as they help researchers to understand how people feel and provide reasons of their feelings.

#### **4.8 Research assistants**

Two research assistants were employed in order to speedup the data collection process. According to Mouton (1996:159), adequate training of interviewers, research assistants

and field workers is a precondition of any research. The two research assistants were trained prior to the execution of their duties.

For the purpose of this study, the following criteria were used to appoint research assistants.

- Any one who possessed Honours Degree/B Tech in the field of Labour Relations or Human Resources Management and had done Research Methodology as a subject.
- Such a person should be capable of translating from English, and interpreting a questionnaire in all of the following official languages:
  - Sotho
  - Zulu
  - Xhosa.

Training was done to give research assistants clear instructions about their duties. This in turn, ensured the reliability of information they were supposed to gather. The training spent almost seven hours. The researcher discussed all the questions in the questionnaires and interview schedules. The researcher then prepared the assistants for various options in the responses so that they could code open-ended questions correctly and assist respondents where possible.

## **5. DATA ANALYSIS**

Once data had been collected from the above-mentioned empirical analysis, the method of continuous and descriptive statistical techniques was used to provide the researcher with the summary calculations of obtained data. All the codes were captured into the statistical program for the social sciences (SPSS), in order to elicit information from the raw data, which were sent to a statistician, who analyzed these.

## **6. SUMMARY**

In this chapter the research methodology applied, namely the sampling procedure, the empirical research design and the measurement process were reviewed. In this study relevant and applicable methods were used in order to investigate and test the research problem and objectives. The target population was identified, from which a suitable sample frame was derived.

The next step was to finalize the research questionnaires. The relevant data captured by means of statistical programmes, were edited, coded and finally analyzed. Various methods applied in order to determine the reliability of the research questionnaire and final results of the study were discussed within the scope of this chapter.

An analyzed summary of all research findings on collected data appears and is discussed in the next chapter.



## **CHAPTER FOUR**

### **PRESENTATION OF FINDINGS AND ANALYSIS**

#### **1. INTRODUCTION**

In chapter three the research methodology with regard to this study was discussed. This chapter deals with the data captured with regard to this study. The results of interviews conducted on domestic workers and findings from questionnaires administered to the domestic workers, are presented. Domestic workers who were interviewed and those who completed the questionnaires had to satisfy the criteria set (chapter 3, section 4.2).

The collected questionnaires were sent to a statistician at the North-West University (Vaal Triangle Campus) where data were transcribed and processed. The results of the interviews are presented in descriptive format and in tables in order to make the interpretation and understanding of the results easier.

The presentation and analysis of the results are done in the order in which they appear in the interviewing schedule and questionnaire.

#### **2. FINDINGS FROM THE DOMESTIC WORKERS' RESPONSES**

After constructing the final questionnaire (appendix B), 203 questionnaires were distributed to the identified sample of domestic workers. A rate return from both interviews and questionnaires was 203 (100%).

In an attempt to interpret the findings, the researcher refers to the group-specific tendencies as they present themselves in the sample of 203 domestic workers tested for the purpose of this study.



## 2.1 Domestic workers' biographical details

Section A of the questionnaire and interviewing schedules entailed personal details, which consisted of the following aspects.

- Gender
- Race
- Home language
- Occupation
- Area of employment
- Length of service
- Signing of a contract of employment.

The personal details of domestic workers enable us to understand them better as they provide information about their background, as well as factors that push them towards this sector. This section is for those domestic workers with and without contracts.

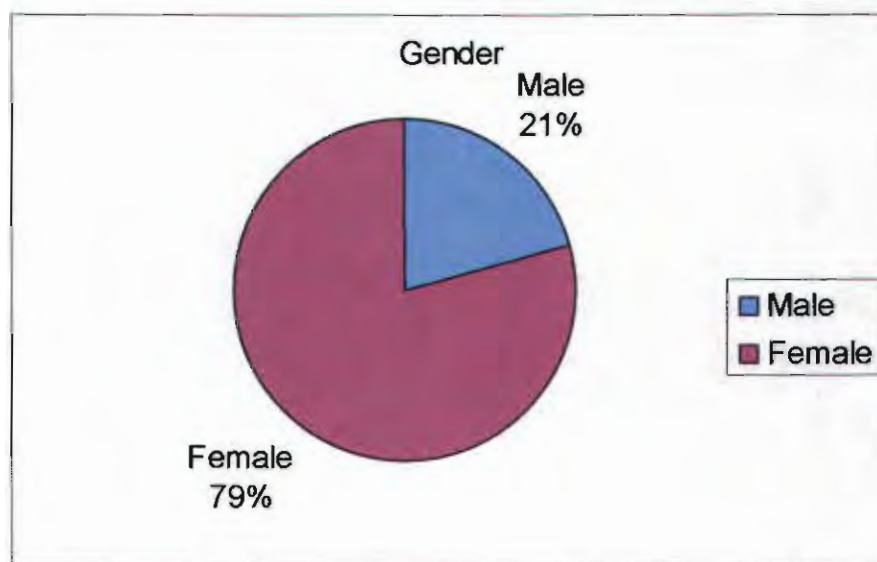
### 2.1.1 Respondents' gender

According to table 4, a total of 202 respondents completed the questionnaire and were interviewed. There were 21% male and 79% female respondents, which indicates the domination of the number of females in the domestic sector.

**Table 4 Gender**

<b>Variable</b>	<b>Frequency</b>	<b>Cumulative frequency</b>	<b>Percentage</b>	<b>Cumulative percentage</b>
Male	42	42	21%	21%
Female	160	202	79%	100%

The difference in the number of male and female respondents, can be attributed to the fact that domestic service is the oldest and most common form of wage labour for Black women in South Africa.



**Figure 4 Gender**

Figure 4 outlines the minority of male workers (21%) in the domestic sector. This depicts, that most activities in this sector are performed by females than males. This should be understood in the sense that cooking and washing are natural associated with female's obligations. This is supported by the comments by Ngidi (2003:52), that employers in the domestic sector services do not have huge yards and/or gardens and therefore, do not require garden helpers, who are usually males.

### **2.1.2 Age groups in years**

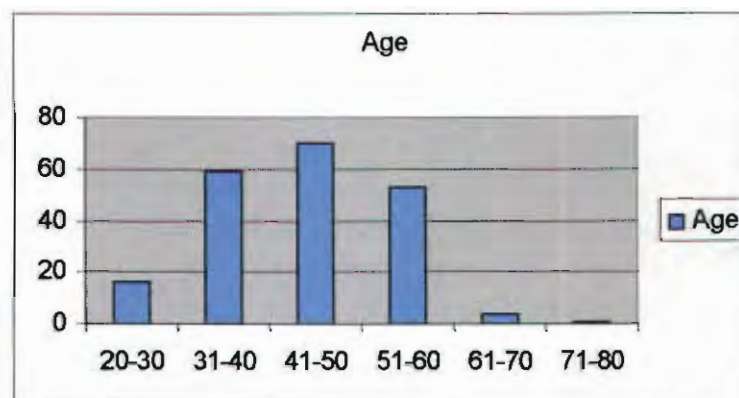
It was important to know the age groups of domestic workers, as this would shed some light on various issues that affect workers in this sector.

According to table 5, most of domestic workers (34%) fall in the 41-50 years age group. The lowest group (0.5%) ranged between 71-80 years of age. This implies, that most domestic workers do not continue working beyond 70 years of age.

**Table 5 Age**

Variable	Frequency	Cumulative frequency	Percentage	Cumulative percentage
20-30	16	16	8%	8%
31-40	59	75	29%	37%
41-50	70	145	34%	71%
51-60	53	198	26%	97%
61-70	4	202	2%	99%
71-80	1	203	0.5%	100%

Figure 5 depicts, that the domestic sector is dominated by the age-group of 41 to 50 years age. This might be because the people of this ages are mostly faced the necessity to feed and educate children (breadwinner), and if they can not find any alternative employment, domestic profession becomes their last resort as this is the most easily accessible form of employment.



**Figure 5 Age**

### **2.1.3 Level of education**

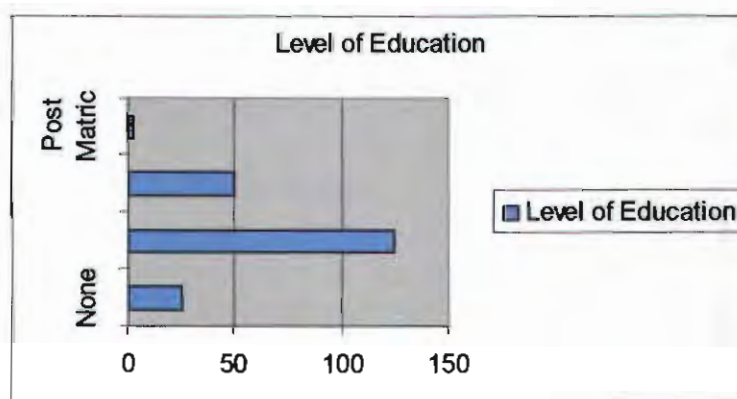
With regard to table 6, most of the respondents (62%) have primary education and a very low percentage (1%) has tertiary education. Since the domestic sector is dominated by Black females (refer to figure 4), it is important for one to note, that their educational

levels are marginally related to their home management and household attributes (Hendricks, 1997:153).

**Table 6 Level of education**

Variable	Frequency	Cumulative frequency	Percentage	Cumulative percentage
None	25	25	12%	12%
Primary school	125	150	62%	74%
Secondary school	50	200	25%	99%
Post matric	3	203	1%	100%

For instance, the Basotho people believed, that educating females was a waste of resources because the ability to read and write was considered to be sufficient education for females.



**Figure 6 Level of education**

According to figure 6, 62% of domestic workers have only primary education. This should be looked into in the perspective of African cultures, where Africa women used to be so dependent on their husbands and this necessitated less importance on African women to learn up-to tertiary level.

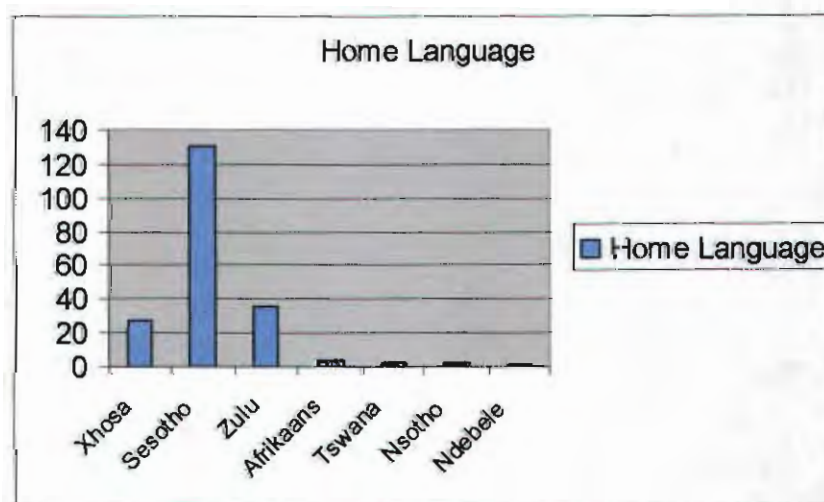
### 2.1.4 Home language

The question of home language was included, because it is important to understand the problems of adjustment that domestic workers encounter in terms of communication for those with a low level of literacy and for those who are, completely illiterate.

**Table 7 Home language**

Variable	Frequency	Cumulative frequency	Percentage	Cumulative percentage
Xhosa	27	27	13%	13%
South Sotho	131	158	65%	78%
Zulu	36	194	18%	96%
Afrikaans	3	197	1%	97%
Tswana	2	199	0.9%	98%
Northern Sotho	2	201	1%	99%
Ndebele	1	202	0.5%	99.5%

The results showed, that the majority of domestic workers (65%) are South Sotho (1<sup>st</sup> language) speaking people and the lowest being Ndebele speaking people, with 0.5% (refer to table 7). Because of the area of employment (Vaal triangle region), it is possible that most of these Basotho might come from the Free State Province, where most Basotho are found in homelands and others nearby townships, as well as from the Kingdom of Lesotho.



**Figure 7 Home language**



According to figure 7, there are more Sesotho speaking workers (65%), followed by Zulu speaking workers (18%). It can be concluded that Sesotho and Zulu languages are the most dominating languages in Gauteng province.

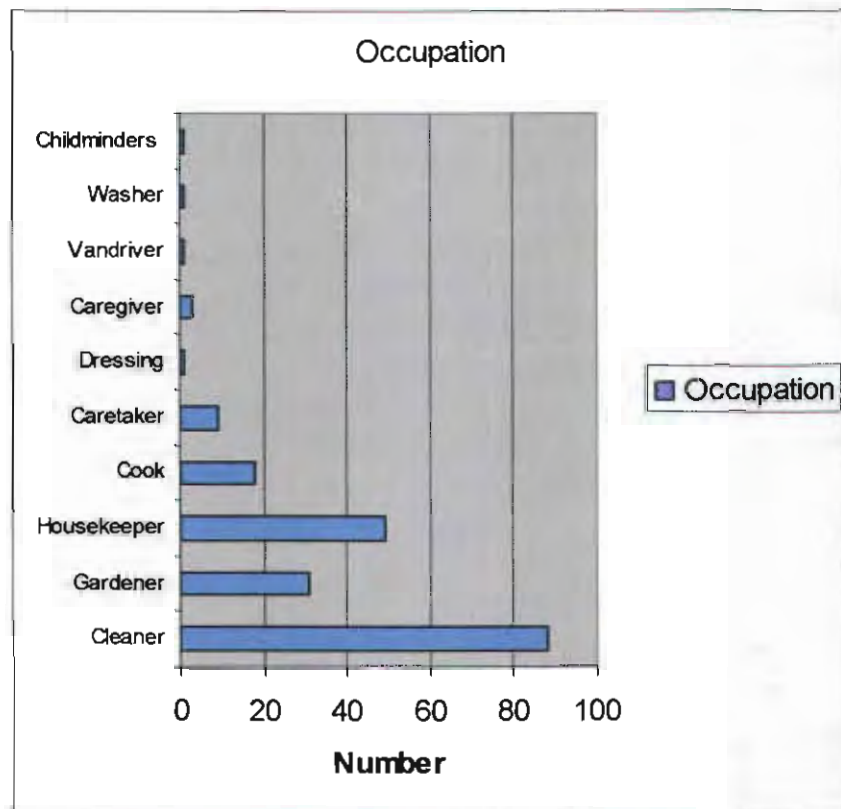
### 2.1.5 Occupation

The aim of including the question of occupation was to find out whether domestic workers are employed on a part-time or a full-time basis. In this instance the part-time or full-time employment of a domestic worker is demonstrated by the nature of occupation. In most cases house cleaning and cooking are the daily activities that can result in a domestic worker working during weekends and public holidays. It is on the strength of the latter, that domestic workers engaged in such activities, could possibly be full-time employees.

**Table 8 Occupation**

<b>Variable</b>	<b>Frequency</b>	<b>Cumulative frequency</b>	<b>Percentage</b>	<b>Cumulative percentage</b>
Cleaner	88	88	43%	43%
Gardener	31	199	15%	58.6%
Housekeeper	49	168	24%	82.7%
Cooker	18	186	9%	91.6%
Caretaker	9	195	4%	96%
Dresser	1	196	0.49%	96.5%
Caregiver	3	199	1%	98%
Van driver	1	200	0.49%	98.5%
Washer	1	201	0.49%	99%
Child-minders	1	202	0.49%	99.5%

The results revealed, that 43% of domestic workers are cleaners, being the highest and the lowest being caregivers 0.49%, van drivers 0.49%, washers 0.49% and child-minders 0.49% (refer to table 8).



**Figure 8 Occupation**

According to figure 8, occupations with the lowest numbers are caregivers (0.49%), van drivers (0.49%), washers (0.49%) and child-minders (0.49%). It can be concluded, that some families can not afford to extent employment to above activities. According to Friguglietti (1989:36) South Africans have been afflicted by economic fluctuations and many employers (particularly those in low-income brackets) have been unable to continue employing domestic workers on a full-time basis.

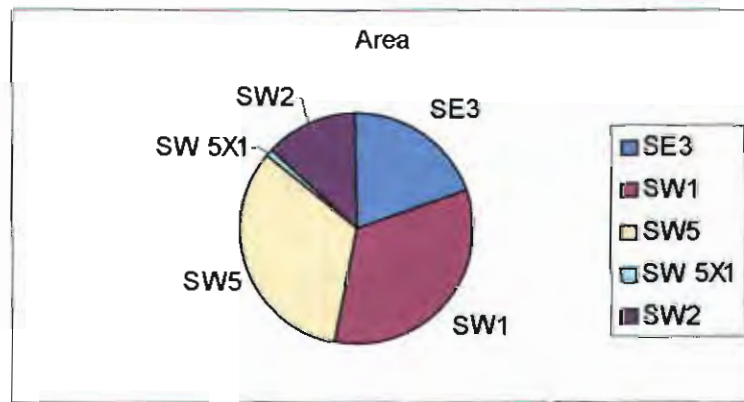
#### **2.1.6 Area of employment**

with regard to table 9, the smallest number of respondents was from the South-west 5x1 area with 0.98% respondents, followed by the South-west 2 area with 13% respondents. This may imply, that these areas consisted of resident workers (chapter 2, section 2.2.5).

**Table 9 Area of employment**

Variable	Frequency	Cumulative frequency	Percentage	Cumulative percentage
South-east 3	41	41	20%	20%
South-west 1	67	108	33%	53%
South-west 5	66	174	32.5%	86%
South-west 5x1	2	176	0.98%	87%
South-west 2	27	203	13%	100%

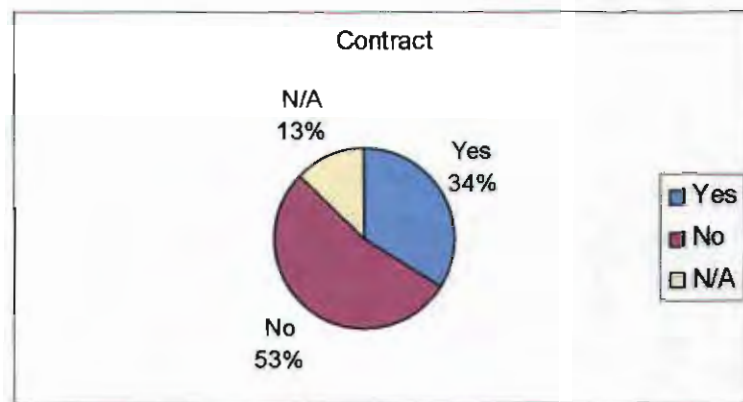
Due to the nature of the sampling procedure employed in this study, it was not that possible to reach resident (live-in) domestic workers (chapter 3, section 4.3).



**Figure 9 Area of employment**

According to figure 9, 33% of domestic workers were from South-west 1 and 32.5% from South-west 5. It can be concluded, that these two areas of employment have more workers employed on full-time basis. This is because, in other areas, some domestic workers informed the researcher and research assistants, during interview schedules, that some of their colleagues work two days a week (part-time). As a result, it was not possible to reach a satisfactory number of respondents under such situation.





**Figure 11 Signing of the contract of employment**

Figure 11 shows, that 13% of domestic workers indicated, that the question of signing a contract of employment is not applicable in their situation of employment. This resulted from the fact that they are casual employees.

## 2.2 Profile of the contract of employment

Section B of the questionnaire and the interviewing schedules (as per appendix B) focused specifically on the profile of the contract of employment. The researcher found it important to determine the profile of the contract of employment before measuring the job security of domestic workers. The analysis was done on domestic workers who signed contracts with their employers and makes-up 69 of 203 respondents.

**Table 12 Contract profile**

Item	Item description	Yes		No		N/A	
		Freq	%	Freq	%	Freq	%
1	Are you in possession of a contract of employment?	39	57.4	27	39.7	2	2.9
2	If not, do you know where to find a copy of such a document?	27	39.7	20	29.4	20	29.4
3	Did you find the contract of employment easy to review?	53	77.9	11	16.2	3	4.4
4	Do you understand the language in which the contract was concluded?	54	79.4	12	17.6	2	2.9
5	If not, were some means made to interpret the contract in a language understandable to you?	16	23.5	13	19.1	34	50.0

With reference to table 11, regarding item 1, a total of 57.4% of domestic workers agreed that they were in the possession of the copies of their contracts, while 14% indicated, that they did not have such copies with them.

With regard to item 2, the study revealed, that 39.7% of domestic workers knew ways of finding contracts, while 29.4% of domestic workers did not have any idea as to where to find a copy of their contract of employment. This implicates non-compliance and poor communication between employer and his/her employee, where employees don't know the procedures to access their contracts, as per stipulation of the law.

With regard to item 3, the study indicated, that 77.9% of domestic workers who concluded the contracts, could easily review their contracts, while 16.2% of domestic workers, were not capable of reviewing the contracts. These domestic workers, who could not review contracts, might be illiterate (Table 4).

With regard to item 4, 79.4% of domestic workers understood the language in which the contract of employment was concluded, while 17.6% of domestic workers did not understand the language in which the contract was concluded. This may as well be because of the respondents' level of literacy.

With regard to item 5, 19.1% of domestic workers did not receive any interpretation from their employers so as to make them understand the contents of their contracts of employment. If a domestic worker does not understand the language in which the contract is concluded, and his/her employer does not make any interpretation for him/her, there is the possibility that a domestic worker will be exploited by his/her employer who hides behind his/her illiteracy.

With reference to figure 12, regarding question 3, 77.9% of domestic workers who concluded the contracts, could easily review their contracts, and with regard to question 4, 79.4% of domestic workers understood the language in which the contract of employment was concluded. There is a very strong correlation between these two

**Table 13 Conditions of employment with contracts**

Question	Strongly agree		Agree		Neither		Disagree		Strongly disagree	
	Freq	%	Freq	%	Freq	%	Freq	%	Freq	%
1	21	10.3	37	18.2	5	2.5	4	2.0	1	0.5
2	1	0.5	13	6.4	9	4.4	18	8.9	23	11.3
3	16	7.9	34	16.7	13	6.4	2	1.0	3	1.5
4	12	5.9	23	11.3	6	3.0	11	5.4	16	7.9
5	20	9.9	39	19.2	5	2.5	3	1.5	1	0.5
6	10	4.9	22	10.8	10	4.9	8	3.9	15	7.4
7	19	9.4	18	8.9	4	2.0	8	3.9	19	9.4
8	12	5.9	26	12.8	18	8.9	10	4.9	1	0.5
9	2	1.0	2	1.0	2	1.0	12	5.9	48	23.6
10	16	7.9	40	19.7	7	3.4	2	1.0	3	1.5
11	26	12.8	30	14.8	8	3.9	2	1.0	2	1.0

With regard to question 1, which states that the job description communicates clearly what a domestic worker is required to do, 10.3% of domestic workers “strongly agreed” and 18.2% of domestic workers “agreed” with the statement. This implies, that most employers view the job description in the contract as an important aspect.

The response with regard to question 2, which states that job specification of domestic workers focuses on skills/qualifications needed, shows that 8.9% of domestic workers “disagreed” and 11.3% of domestic workers “strongly disagreed” with the statement. One can thus conclude, that most employers in the domestic sector, do not give careful thought to the issue of skills and qualifications because of the nature of domestic work which does not require much of the basic world of work skills but an induction at the initial stage of employment.

With regard to question 3, a total of 7.9% of domestic workers “strongly agreed”, while 16.7% of domestic workers “agreed” with the statement, that there are measures in place to ascertain whether they are secured in their job, while 1.0 % of domestic workers “disagreed” and 1.5% of domestic workers “strongly disagreed” with the statement. It is, therefore, possible that in most employment relationships with contracts of employment, there are reasonable or more measures in place to ascertain whether domestic workers feel secure about their jobs.

With regard to question 4, which states that there are clearly defined disciplinary codes and practice procedures that conform to the Labour Relations Act (LRA), 5.9% of domestic workers “strongly agreed” and 11.3% of domestic workers “agreed” with the statement. This indicates, that the least of employers can introduce their workers into the law that governs their employment relationships under contracts of employment. This correlates with question 6 which states, that the domestic workers’ rights have been clearly communicated to them according to LRA, where 10.8% of domestic workers “agreed” and 4.9% of domestic workers “strongly agreed” with the statement. This implies, that there is the possibility that more than 80% of domestic workers with contracts are aware of their rights, according to LRA.

With regard to question 5 which states, that domestic workers are treated fairly, 19.2% of domestic workers “agreed” and 9.9% of domestic workers “strongly agreed” with the statement. With regard to question 10, which states that domestic workers are treated with respect, 19.7% of domestic workers “agreed” and 7.9% of domestic workers “strongly agreed” with the statement. Question 11, which states that employers promote good relations at work, a total of 14.8% of domestic workers “agreed” and 12.8% of domestic workers “strongly agreed” with the statement. This implies, that most of the domestic workers who concluded contracts, are satisfied with the way they are being treated at their place of employment. There is a very strong correlation between the responses with regard to these questions.

The response with regard to question 7, which states that domestic workers are satisfied with their salary/wage packages, shows that 8.9% of domestic workers “agreed” and 9.4% of domestic workers “strongly agreed” with the statement. This implies, that the majority of domestic workers with contracts are satisfied with their salary/wage package. This correlates with question 8, which states that domestic workers feel secured about their future with their employers, whereas a total of 12.8% of domestic workers “agreed” and 5.9% of domestic workers “strongly agreed” with the statement.

The response with regard to question 9, which states that the domestic worker is a member of a trade union, reflects that 5.9% of domestic workers “disagreed” and 23.6% of domestic workers “strongly disagreed” with the statement. This means, that the majority of domestic workers do not belong to any trade unions. Unlike most major occupations in the nineteenth century, domestic service was almost untouched by the growth of trade unions (Cock, 1984:75). This seems to prevail, even after the 1994 elections, as was found of this study.

### 2.3.2 Conditions of employment - B (analysis of domestic workers’ findings without contracts)

Table 14 below, summarises the responses to the section of the questionnaire that focuses on the analysis of domestic worker’s findings without contracts

**Table 14 Conditions of employment without contracts**

Question	Strongly agree		Agree		Neither		Disagree		Strongly disagree	
	Freq	%	Freq	%	Freq	%	Freq	%	Freq	%
1	13	6.4	61	30.0	23	11.3	8	3.9	3	1.5
2	0	0.0	7	3.4	15	7.4	16	7.9	62	30.5
3	7	3.4	36	17.7	24	11.8	12	5.9	29	14.3
4	2	1.0	12	5.9	4	2.0	11	5.4	79	38.9
5	9	4.4	61	30.0	15	7.4	17	8.4	6	3.0
6	1	0.5	13	6.4	8	3.9	12	5.9	73	36.0
7	4	2.0	23	11.3	11	5.4	15	7.4	55	27.1
8	1	0.5	23	11.3	35	17.2	34	16.7	13	6.4
9	1	0.5	2	1.0	0	0.0	18	8.9	86	42.4
10	7	3.4	57	28.1	23	11.3	18	8.9	3	1.5
11	12	5.9	62	30.5	16	7.9	9	4.4	9	4.4

With regard to question 1 which states, that job description communicates clearly what a domestic worker is required to do, 6.4% of domestic workers “strongly agreed” and 30.0% of domestic workers “agreed” with the statement. This implies, that most employers view the job description in the contract as an important aspect.

The response with regard to question 2 which states, that the job specification of domestic workers focuses on skills/qualifications needed, 7.9% of domestic workers “disagreed” and 30.5% of domestic workers “strongly disagreed” with the statement. One can thus conclude, that most employers in the domestic sector do not give careful thought to the issue of skills and qualifications because the nature of domestic work does not require much of basic world of work skills but rather an induction at the initial stages of employment.

With regard to question 3, a total of 5.9% of domestic workers “disagreed” and 14.3% of domestic workers “strongly disagreed” with the statement, that there are measures in place to ascertain whether they are secure in their job, while 11.8% of domestic workers neither agreed nor disagreed with the statement. It is, therefore, possible that in most employment relationship without contracts of employment, there are the least measures in place to ascertain whether domestic workers feel secure about their jobs.

With regard to question 4 which, states that there are clearly defined disciplinary codes and practice procedures that conform to the Labour Relations Act (LRA), 5.4% of domestic workers “disagreed” and 38.9% of domestic workers “strongly disagreed” with the statement. This indicates, that most domestic workers without contracts of employment were not introduced to the law governing their employment relationships. This correlates with question 6 which, states that the domestic workers’ rights have been clearly communicated to them, according to the LRA where 5.9% of domestic workers “disagreed” and 36.0% of domestic workers “strongly disagreed” with the statement. This implies, that there is the possibility that most domestic workers without contracts, are not aware of their rights according to the LRA.

With regard to question 5 which states, that domestic workers are treated fairly, 30.0% of the domestic workers “agreed”, while 4.4% of domestic workers “strongly agreed”. With regard to question 10 which, states that domestic workers are treated with respect, 28.1% “agreed” and 3.4% “strongly agreed” with the statement. Question 11 which, states that employers promote good relations at work, shows that a total of 30.5% of

domestic workers “agreed” and 5.9% of domestic workers “strongly agreed” with the statements. This implies, that most domestic workers, regardless of the absence of contracts, are satisfied with the way they are being treated at their place of employment. There is a very strong correlation between the responses with regard to these questions because fairness, respect and good relations seem too exercised by most employees. According to Gordon (1973:8), the relationship between employer and employee is often better in the low-income houses, where the family lives largely in the kitchen, so that a close and casual relationship develops between its members and the domestic worker and where the housewife often faces the same kind of problem – difficulty in balancing the household budget, worrying about a husband out of a job – as a worker does.

The response with regard to question 7 which, states that domestic workers are satisfied with their salary/wage package, shows that 7.4% of domestic workers “disagreed” and 27.1% of domestic workers “strongly disagreed” with the statement. This implies, that the majority of domestic workers without contracts are not satisfied with their salary/wage package. This correlates with question 8 which states, that domestic workers feel secure about their future with their employers, where a total of 16.7% of domestic workers “disagreed” and 6.4% of domestic workers “strongly disagreed” with the statement.

The response with regard to question 9 which, states that the domestic worker is a member of a trade union, reflects that 8.9% of domestic workers “disagreed” and 42.4% of domestic workers “strongly disagreed” with the statement. This means, that the majority of domestic workers do not belong to any trade unions.

## **2.4 Employee benefits**

Section D of the questionnaire and interviewing schedules (refer to appendix B) covered employee benefits with regard to job security. A summary of the findings is presented in table 15 overleaf.



**Table 15 Employee benefits**

Question	Workers with contracts						Workers without contracts					
	Yes		No		N/A		Yes		No		N/A	
	Freq	%	Freq	%	Freq	%	Freq	%	Freq	%	Freq	%
1	54	79.4	13	19.1	0	0.0	47	43.5	59	54.6	2	1.9
2	29	42.6	26	38.2	6	8.8	9	8.3	81	75.0	13	12.0
3	47	69.1	20	29.4	1	1.5	19	17.6	87	80.6	1	0.9
4	55	80.9	13	19.1	0	0.0	57	52.8	47	43.5	2	1.9
5	57	83.8	11	16.2	0	0.0	54	50.0	51	47.2	3	2.8
6	2	2.9	8	11.8	57	83.8	6	5.6	18	16.7	84	77.8
7	2	2.9	7	10.3	58	85.3	5	4.6	24	22.2	79	73.1
8	39	57.4	17	25.0	10	14.7	25	23.1	65	60.2	9	8.3
9	40	58.8	20	29.4	8	11.8	32	29.6	71	65.7	5	4.6
10	10	14.7	21	30.9	35	51.5	4	3.7	34	31.5	69	63.9
11	48	70.6	16	23.5	3	4.4	30	27.8	70	64.8	7	6.5
12	47	69.1	18	26.5	3	4.4	13	12.0	88	81.5	5	4.6
13	11	16.2	46	67.6	10	14.7	6	5.6	93	86.1	8	7.4

With regard to question 1 which, states that the employer is making provision for a job description, 79.4% of domestic workers with contracts indicated, that their employers make provision for a job description. This is satisfactory for an employee with a contract, since a job description should be one of the contents in the contract of employment. A total of 54.6% of domestic workers without contracts indicated, that their employers make no provision for a job description. Omissions such as this result in problems that contribute to a high turnover in the domestic sector, as some domestic workers accept employment without a proper understanding of the full details of his/her duties.

With regard to question 2 which states, that employer is making provision for termination of employment, 42.6% of domestic workers with contracts indicated, that their employers make provision for termination of employment. There are some rules and regulations from the Labour Relations Act that guide both employer and employee when terminating the contract, and such rules come in the form of a contract of employment. A total of 75.0% of domestic workers without contracts indicated, that their employers do not make provision for a procedure for termination of employment. This is not in compliance with the LRA, which provides for certain procedures for the



declaration of unfair dismissals, as opposed to the position with other unfair labour practices.

With regard to question 3 which states, that the employer is making provision for wage increment, 69.1% of domestic workers with contracts indicated, that their employers make provision for wage increments and that this is part of the contents of their contracts. A total of 80.6% of domestic workers who do not have legal contracts with their employers indicated, that their employers do not make provision for wage increments. This is not in compliance with the sectoral rule, which stipulates, that every domestic worker be granted an annual wage increase of at least 8% on 1 November 2003 and 2004. Some of these employees indicated, during interviews schedules, that they have been in employment with the same employers for more than ten years but are still earning at a level that does not enable a certain minimum standard of living to be maintained.

With regard to question 4 which states, that the employer is making provision for hours of work, 80.9% of domestic workers with contracts indicated, that their employers make provision for hours of work. A total of 52.8% of domestic workers without contracts indicated, that their employers do make provision for hours of work, while 43.5% of domestic workers without contracts indicated, that employers don't make provision for hours of work. It is assumed that these workers are those who reside at the workplace where the employer misuses his/her powers by making workers work beyond the overtime limit of three hours per day. This is particularly true, because if domestic workers do have legal contracts of employment and the issue of working hours forms part of the contract, such workers would be in a position to question/challenge excessive working hours as per rule of the employer who does not abide by the law. However, Friguglietti (1989:38) concedes, that the allocation of fixed hours for household work is often impractical, given the nature of the work and the varying demands made by employers.

With regard to question 5 which states, that employer is making provision for meal intervals, 83.8% of domestic workers with contracts indicated, that their employers do

make provision for meal intervals. A total of 47.2% of domestic workers indicated, that their employers do not make provision for meal intervals. These employees, during interview schedules indicated, that they work from seven o'clock in the morning till six o'clock in the evening, but that their lunchtime duration is the maximum of thirty minutes, without teatime in the morning or in the afternoon.

With regard to question 6 which states, that the employer makes provision for payment for Sunday work, 83.8% of domestic workers with contracts and 77.8% of domestic workers without contracts, indicated that the question does not apply to their situation of employment. This is because they do not work on Sundays. This correlates with regard to question 7 which states, that the employer makes provision for payment for public holidays, 85.3% of domestic workers with contracts and 73.1% of domestic workers without contracts indicated, that the question is not applicable since they did not work on public holidays.

With regard to question 8 which states, that the employer is making provision for annual leave, 57.4% of domestic workers with contracts indicated, that their employers do make provision for annual leave. A total of 60.2 % of the domestic workers indicated that their employers do not make such provision. These employees reported, during interview schedules, that even if employers provided such leave, they do not get paid (unpaid annual leave). This is contrary to the Basic Conditions of Employment Amendment Act which states that domestic workers must be granted at least 14 consecutive days' leave full pay for each completed year of service with the same employer (Huber & Sack, 1994:41).

With regard to question 9 which states, that the employer makes provision for sick leave, 58.8% of domestic workers with contracts indicated, that their employers are making provision for paid sick leave. A total of 65.7% of domestic workers without contracts indicated, that their employers do not make any provision for sick leave. These employees indicated, during interview schedules, that if they become sick, they do not get payment for the days they took off (unpaid sick leave).

With regard to question 10 which states, that employer makes provision for maternity leave, 30.9% of domestic workers with contracts indicated, that their employers do not make provision for maternity leave, while 51.5% of domestic workers with contracts indicated, that this question is not applicable. A total of 63.9% of domestic workers without contracts indicated, that this question is not applicable. This was because some of these employees are beyond the age of catching pregnancy, and some are males to whom maternity leave does not apply.

With regard to question 11 which states, that the employer makes provision for family responsibility leave, 70.6% of domestic workers with contracts indicated, that their employers make provision for paid family responsibility leave. A total of 64.8% of domestic workers without contracts showed, that their employers do not make provision for family responsibility leave.

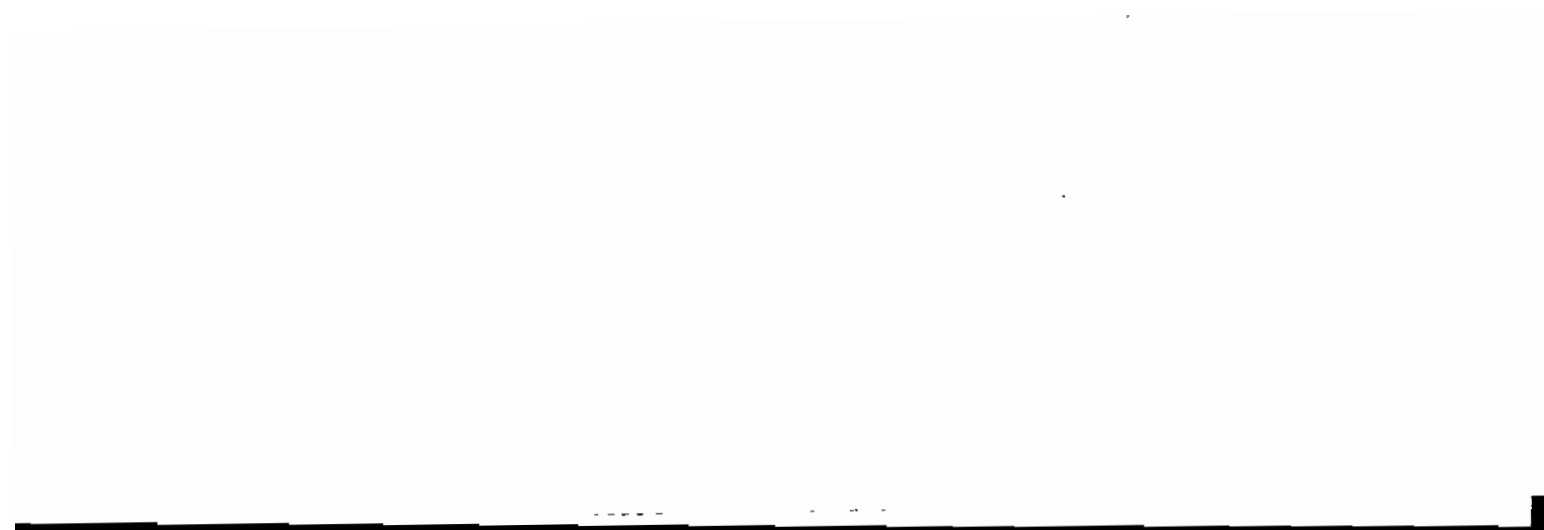
With regard to question 12 which states, that the employer provides for a deduction from remuneration, 69.1% of domestic workers with contracts showed, that their employers are making deductions from their salaries. Most of these deductions were made for the Unemployment Insurance Fund (UIF). A total of 81.5% of domestic workers without contracts indicated, that their employers do not make any deductions from their salaries. They declared, that they are not registered with the UIF or any other relevant benefits.

With regard to question 13 which states, that the employer makes provision for training to improve job skills, 67.6% of domestic workers with contracts showed, that their employers do not make any provision for training in order to improve their skills. A total of 86.1% of domestic workers without contracts indicated that their employers as well, do not make any provision for training. This reflects the picture, that employers in the domestic sector do not consider the skills improvement of their employees as important towards their running duties thoroughly. This is supported by Vavi (2005), that for most black workers, there has been no improvement in access to training and job security.

### **3. CONCLUSION**

The empirical findings of this study revealed, that particular factors exist that continually maintain the vulnerability of workers in the domestic sector. These factors are: poor movement of trade unionism, employment relationships without written contracts of employment, and lack of education. This serves as a reflection of little pressure on domestic employers to comply with new labour laws that cover domestic workers.

Recommendations with regard to the above aspects, are dealt with in the next chapter, which discusses conclusions.



### **3. CONCLUSIONS FROM THE SURVEY FINDINGS**

The main objective of this study was to determine the impact of the contract of employment on the job security of domestic workers.

Empirical objectives of the study are presented below, each followed by conclusion as per finding from the survey.

#### **➤ Measuring job security of domestic workers.**

With regard to the above objective, it has emerged from this study, that the majority of domestic workers (53%) do not have written contracts of employment (Chapter 4, section 2.1.8). This necessitated/constituted a lack of job security, as such domestic workers do not exercise their basic work rights, as entrenched in the Basic Conditions of Employment Act (Chapter 4, section 2.3.2). The alarming fact evident from the interviews, is that the stories of domestic workers without contracts of employment are all so similar, particularly in respect of the hardships they experience. However, where they differ, is the way in which the respondents deal with and make sense of the hardships relating to domestic work.

In the absence of a written document (contract of employment) detailing rights and obligations of the domestic worker, it would seem that no pressure was put on employers for them in respect of the threat of dismissal to retain the services of a domestic worker in poorly paid and hard conditions.

#### **➤ Determining the degree of understanding of domestic workers of the terms and conditions of their contracts.**

With regard to this objective, the study revealed that 77.9% of domestic workers with contract found the contract easy to review, while 79.4% of domestic workers with contracts indicated that they understand the language in which the contract is concluded.

This is regarded more reasonable because if employer opts to conclude contracts in a language understandable to his/her employee, this will make it easy for employee to understand contents of a contract before putting his/her signature on paper.

➤ **Determining the adherence of the employers to the terms and conditions of employment contracts.**

With regard to the above objective, the results of this research further revealed, that the minority of domestic workers (34%) have signed contracts of employment with their employers, in which case the conditions of their employment and employment benefits were really satisfactory as compared to those having no contracts of employment. The number of domestic workers in this group indicated, that their employers adhere to the terms as stipulated in the contract and this makes them feel more secure in their employment (Chapter 4, section 2.3.1). Such good conditions of employment and employment benefits are, for the purpose of this study, reflecting the true picture of job security.

However, Grossman (2000:27) states, that where employees are not in the possession of the copy of the contract of employment, there are exceptional instances of clear attempts by employers to significantly change aspects of an employment relationship around the issue of the contract of employment.

The research established, that domestic workers experienced the following problems that require further attention and research.

- A lack of trade unionization, which necessitates the insecurity of domestic workers and their vulnerability to instant dismissals on unreasonable grounds. Unlike most major occupations in the nineteenth century, domestic service was almost untouched by the growth of trade unions (Cock, 1984:75). This seems to prevail even after the 1994 elections, as was found of this study.

- Illiteracy, which makes it difficult for domestic workers to interpret terms and conditions (contents) of the contract of employment before putting their signatures on the document.
- Ignorance of rights by management, which put domestic workers at the back of the queue when it comes to respect, decent wages, and conditions of employment.
- Most domestic workers do not sign contracts of employment with their employers on appointment, which leaves domestic workers vulnerable and without any legal position. This implies the fact, that numbers of employers in the domestic sector do not comply with the Basic Conditions of Employment Act, which creates a statutory obligation on employers whenever a domestic worker commences employment, to provide a domestic worker with written particulars that form part of the contract of employment.

On the strengths of the latter, the researcher comes to the conclusion, that **the contract of employment, plus adherence to the terms by employers, is equal to job security**. With this in mind, the researcher has developed recommendations in respect of the contract of employment and the job security of domestic workers.

The research findings thus substantiated the researcher's hypothesis, that the contract of employment has a significant effect on the job security of domestic workers.

#### **4. LIMITATIONS**

This study does not give in full the text of Industrial Legislation and other regulations but provides summaries highlighting important aspects of the contract of employment, in conjunction with South African Labour Legislation regarding the job security of domestic workers. The problematic areas within the domestic worker sector, such as the provision of transport, were not addressed.



When measuring job security, contracts of employment concluded verbally, were not taken into consideration because implied and verbal contracts, because of their nature, create uncertainty and thereby no clear ruling can be made as to exactly what the requirements are. This is also based on the fact, that it has become customary in the New South Africa for new employees to receive a letter of appointment or to conclude a full contract of employment (Bendix, 2001:102). Furthermore, the results of this study do not cover those domestic workers who are not employed in a private household (household for dwelling purposes).

Due to the highly sensitive nature of a domestic worker investigation, some domestic workers were afraid of accepting questionnaires without supervision of their employers, and others refused to participate in the interview schedules, declaring that they will be dismissed, should their employers discover that they participated in interviews that concern their employment issues. These domestic workers refused, despite the fact that the letter of introduction was delivered to them, stating the purpose of research and confirming that their responses would be treated in strict confidence and that anonymity would be ensured (refer to appendix A).

## **5. RECOMMENDATIONS**

Based on the literature study and the findings of the empirical study, the researcher has made a number of recommendations in order to enhance better conditions of employment (job security) and in respect of contributing to the efficiency of the contract of employment.

### **1. It is recommended that the government encourage a very strong Trade Union Movement in the domestic sector services.**

Job security is one of the primary goals of trade unions. Trade unions provide for job security by negotiating for contract issues (Grobler *et al.*, 2002:492). Trade unions can be of utmost importance in the domestic sector. Trade unions will achieve decent

working conditions for domestic workers by continually exposing their plight through the media and becoming the vehicle through which domestic workers voice their opinions and demands, and provide a mouthpiece for those domestic workers who individually have no voice. Trade unions will further ensure, that domestic workers have concluded contracts of employment, which are in compliance with the Basic Conditions of Employment Act. In this regard trade unions will provide domestic workers with the legal protection afforded all other workers; domestic employers will then cease withholding privileges and benefits from domestic workers.

**2. It is recommended that the CCMA and/or the Department of Labour facilitates annual workshops for the employers of domestic workers.**

Employers of domestic workers are reluctant to adhere to their obligations in terms of good conditions of employment and employment benefits of domestic workers.

Employers should receive extensive training, which will introduce them to the contents of the following Acts: Labour Relations Act, Basic Conditions of Employment Act, Skills Development Act, Wage Act, Unemployment Insurance Act, and Compensation for Occupational Injuries and Diseases Act. This may empower domestic employers with knowledge that will enable them to treat their employees in a way applicable in the eyes of the law and of a democratic society.

After receiving training and still not complying with the related Acts as per legislative framework in the domestic sector, the government of the Republic should consider such employers as being guilty of an industrialist who trades on cheap labour.

**3. It is recommended that the CCMA, Trade Unions and/or the Department of Labour facilitates training programmes for domestic workers.**

The focus should fall on educating domestic workers. Domestic workers have to be equipped with knowledge concerning their basic worker rights. For instance, the Labour

Relations Act, Basic Conditions of Employment Act, and Wage Act should be made known in detail to domestic workers at Large. Domestic workers should be taught about the functions of the Department of labour, the Commission for Conciliation Mediation and Arbitration (CCMA), and Trade Unions, as these are the parties responsible for the enforcement of labour Acts.

Domestic workers should be sent to Adult Literacy Centers where prospective learners will be taught basic languages of the Republic of South Africa. This will further improve skills of domestic workers. Improved access to schooling will reduce the vulnerability of domestic workers.

According to Gordon (1973:43), it is difficult to establish whether a literate domestic worker is more efficient than an illiterate one. However, it has been found that the value of work done by a person who has four years of primary education is 43% greater than that of an illiterate person and 108% greater if he/she had a secondary education and 300% greater, if he/she had a higher education. Certainly there is an advantage in being literate, no matter the kind of work is being performed.

- 4. It is recommended that government make it a binding norm for every employer in the domestic sector to conclude a contract of employment with his/her domestic worker at the initial stage of their employment relationship, and furnish such employee with a copy of the contract, regardless of the nature of services rendered by employee.**

Some of the domestic workers have been working for their employers for more than a year, but their employers do not regard them as employees, because they are doing part-time jobs. The government regards part-time workers as employees who deserve to be granted basic worker rights.

The government should impose severe penalties on employers who are found with domestic workers having no contract of employment, the maximum penalty then

imposed, being three thousands Rand (R3, 000) or six months in jail, or both. Sending inspectors from Department of Labour from house to house, without prior notice to domestic employers for such visits may be effective. Labour inspectors have powers of entry, powers to question and inspect, and the power to issue a compliance order, which may be made an Order of the Court (Bendix, 2001:753). By so doing, employers will sign contracts of employment which contain full rights and obligations of domestic workers where job security will be maintained up until date of termination of the contract of employment, in accordance with the prescribed periods.

Having signed valid contracts of employment and domestic workers then possessing copies of such contracts, will allow domestic workers to be placed firmly in the conscience of their employers. This will once and for all settle the problem of identity, profile and recognition, which domestic workers may experience with their employers.

**5. The researcher recommends that ongoing research on many aspects of domestic workers will enhance better conditions of employment in making the lawmakers aware of other hidden agendas that require attendance in the domestic sector. The researcher suggests the following topics for future research.**

- Investigation in respect of the wages of domestic workers with regard to a minimum standard of living to be maintained.
- Investigation into the legislative frame works in the domestic sector and the employers' compliance therewith.
- Investigation in respect of the indirect contribution of domestic workers in the economic development of South Africa.

## **6. CONCLUSION**

It can be concluded, that a contract of employment could play an important role in clarifying what is to be expected from each party. The greater the clarity as to what is

expected from each contractual party, the less the chance there would be for misunderstandings in the relationship. Thus, no matter how widely domestic workers are covered by labour laws in the New South Africa, and no matter the efficiency of South African labour legislation, domestic workers will continue to suffer the perception and recognition in the minds of domestic employers if they continue to form employment relationships with their employers in the absence of valid contracts of employment. The researcher further submits, that the success of legislation in the domestic sector, will depend largely on the will of both parties (employer and his/her domestic worker) to ensure that they ultimately benefit by adapting the provisions of the legislation to meet their respective joint interests through a valid contract of employment. In Britain the Employment Protection (Consolidation) Act 1978 requires, that within thirteen weeks every employee be given a statement in writing (contract of employment) that sets out what is expected from both employer and his/her employee (Meintjes, 1992:222).

It is anticipated, that if both parties (employers and domestic workers) were satisfied in their employment relationship, there would be stability in the domestic workers' sector and high productivity in the South African economy (Ngidi, 2003:115). The unemployment rate would be reduced in the country if all domestic workers were enjoying full job security through holding their jobs. On the other hand, greater job security might encourage domestic employers to invest more in their workers in terms of training, and workers might develop a greater loyalty toward the household (Barker, 2003:31).

The recommendations outlined above, suggest opportunities whereby domestic workers may be recognized as human beings of substance and dignity, rightly deserving their place alongside all workers of South Africa to take credit for their inherent strength.



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# **APPENDIX A**

## **Letter of Introduction**

## **APPENDIX B**

### **Questionnaire For Domestic Workers**

**THE ASSESSMENT OF THE IMPACT OF THE CONTRACT OF EMPLOYMENT ON THE  
JOB SECURITY OF DOMESTIC WORKERS**

**SECTION 4: *For domestic workers with and without contracts of employment***

This section seeks some background information about you. It is important to obtain this information, as this will have bearing on the results of the survey. This information will be used for comparative purposes only. Please indicate your answer by crossing (x) the appropriate block or by filling in your answer. "N/A" in the box stands for Not Applicable.

1.     **Gender**

Male	Female
------	--------
  
2.     **Age (in years, e.g. 32)**

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3.     **Level of education**

None	Primary School	Secondary School	Post Matric
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4.     **Race** \_\_\_\_\_
  
5.     **First Language** \_\_\_\_\_
  
6.     **Other languages** \_\_\_\_\_
  
7.     **Occupation (e.g. caretaker, gardener)** \_\_\_\_\_
  
8.     **Area of employment (region)** \_\_\_\_\_
  
9.     **Length of service** \_\_\_\_\_
  
10.    **Have you signed a contract of employment with your employer?**

Yes	No	N/A
-----	----	-----



**SECTION 10: Do you or domestic workers have a written employment contract?**

(mark an appropriate box with an "x").

1. Are you in possession of a copy of such document? 

Yes	No	N/A
-----	----	-----
2. If not, do you know where to find a copy  
of such a contract? 

Yes	No	N/A
-----	----	-----
3. Did you find the contract of employment easy to review? 

Yes	No	N/A
-----	----	-----
4. Do you understand the language in which the contract  
of employment is concluded? 

Yes	No	N/A
-----	----	-----
5. If not, were some means made to interpret the contract  
in a language understandable to you? 

Yes	No	N/A
-----	----	-----

**ANNEX 10 (for domestic workers with annual contracts of employment)**

(mark an appropriate box with an "x").

**1. My employer makes provision for the following.**

<b>1.1</b>	<b>Job description</b>	<b>Yes</b>	<b>No</b>	<b>N/A</b>
<b>1.2</b>	<b>Procedure for termination of employment</b>	<b>Yes</b>	<b>No</b>	<b>N/A</b>
<b>1.3</b>	<b>Wage increment</b>	<b>Yes</b>	<b>No</b>	<b>N/A</b>
<b>1.4</b>	<b>Hours of work</b>	<b>Yes</b>	<b>No</b>	<b>N/A</b>
<b>1.5</b>	<b>Meals intervals</b>	<b>Yes</b>	<b>No</b>	<b>N/A</b>
<b>1.6</b>	<b>Payment for Sunday work</b>	<b>Yes</b>	<b>No</b>	<b>N/A</b>
<b>1.7</b>	<b>Payments for public holidays</b>	<b>Yes</b>	<b>No</b>	<b>N/A</b>
<b>1.8</b>	<b>Annual leave</b>	<b>Yes</b>	<b>No</b>	<b>N/A</b>
<b>1.9</b>	<b>Sick leave</b>	<b>Yes</b>	<b>No</b>	<b>N/A</b>
<b>1.10</b>	<b>Maternity leave</b>	<b>Yes</b>	<b>No</b>	<b>N/A</b>
<b>1.11</b>	<b>Family responsibility leave</b>	<b>Yes</b>	<b>No</b>	<b>N/A</b>
<b>1.12</b>	<b>Deduction from remuneration (e.g. Trade Union, UIF)</b>	<b>Yes</b>	<b>No</b>	<b>N/A</b>
<b>1.13</b>	<b>Training to improve job skills</b>	<b>Yes</b>	<b>No</b>	<b>N/A</b>

*"Thank you for your participation"*

## ***Contract of employment***

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1. CONTRACT OF EMPLOYMENT ENTERED INTO BETWEEN NAME  
(print)  
(hereafter called the employer)

.....

and

NAME (print)  
(hereafter called the worker or employee)

.....

2. **Terms of employment**

Full-time.....Part-time.....Live-in.....Non-resident.....

3. **Services commences on:.....**

4. **Duties of the domestic worker**

Although not an exhaustive list, the following are some of the more important duties of the worker:

- Cleaning the house
- Making beds
- Washing and ironing clothes
- Preparing food for cooking
- Cooking
- Buying groceries
- Answering the telephone
- Looking after/nursing children
- Looking after elderly persons
- Attending to plants in the house
- Taking care of animals
- Washing windows, inside and outside
- Any other reasonable instruction within the ability of the worker and which is expected from domestic workers in general.

Furthermore, the worker agrees to carry out all reasonable orders given by or on behalf of the employer, even if these duties are not stated in the above job description.

## 5. Duties of the gardener

Although not an exhaustive list, the following are some of the more important duties of the worker:

- Tending the garden, weeding, watering
- Planting
- Pruning
- Painting
- Washing cars
- General work on property.

Furthermore, the worker agrees to carry out all reasonable orders given by or on behalf of the employer, even if these duties are not stated in the above job description.

## 6. Duty timetable

Monday: .....

Tuesday: .....

Wednesday: .....

Thursday: .....

Friday: .....

Saturday: .....

Sunday: .....

## 7. Remuneration

### *Cash remuneration*

- The worker will receive a cash salary of R.....per month / per week, payable not less than the last day of the month / week.
- A transport allowance of R.....per week / month will be paid for transportation to and from work.
- Salary increases are at the sole discretion of the employer.
- There will be no remuneration should the worker stay away from work without good reason.

### *Meals*

With respect to meals and rations, the employer will make provision for the following meals on days when the worker works:

### ***Overtime***

Overtime pay is set at one and third the normal hourly rate, and remuneration for overtime will be in accordance with the requirements of the Basic Conditions of Employment Act, at the discretion of the employer.

The worker hereby agrees to work overtime as and when required by the employer, provided that at least 24 hours' notice precedes such requests, and provided that they are within the ambit of the law.

### ***Free time***

The domestic worker is entitled to the following free time per week/month:

- Afternoon free: .....
- Day free: .....
- Weekend free: .....

### ***Public holidays***

The stipulations of the Basic Conditions of Employment Act will apply.

### ***Leave***

- Within 60 days after every 12 months of continual service, the worker will be entitled to 14 consecutive days of paid leave.
- Leave not taken will be paid out at the end of the next 12 months' service at the regular rate.
- Workers must apply for leave at least 30 days before it comes into effect. The employer may decide, should it suit both parties, that the worker's leave coincide with that of the employer.
- Holiday leave will not overlap with sick leave.
- Leave may not be taken during notice time.
- A regular day worker is entitled to one day's paid leave for every 26 days worked.

### ***Sick leave***

- The worker is entitled to ..... days' paid sick leave per year. Sick leave cannot accrued and if not taken will not be paid out. Under the following circumstances the domestic worker must produce a valid medical certificate:
  - if two or more consecutive days of sick leave are taken
  - if two or more days of sick leave (not necessarily consecutive) are taken within an eight week period.