

2. INTERPRETATION

This contract should be interpreted in line with the following applicable legislation:

1. The Skills Development Act (Act 97 of 1998)
2. The Basic Conditions of Employment Act (Act 75 of 1997)
3. Labour Relations Act of 1995
4. Any other applicable legislation and bargaining council agreements.

3. DURATION OF CONTRACT

This contract will commence on and end on thewhich means is for a period of **12 months**. **Exceptions** shall be in respect of **breach of contract, reduction of the Food Handler Ratio** in a school, **rationalization/closure of schools**. In such exceptional circumstances the end date shall be the date on which the contract is terminated or the school ceases to operate. A written **one month notice** is **obligatory** in respect of **school operational circumstances (reduction of Food Handler Ratio and Rationalization/closure of schools)**.

4. DUTIES OF A FOOD HANDLER

Food handler responsibilities shall be fashioned along the lines of the **Food Handler Duty List** and shall be underpinned by the following:

1. OBSERVANCE OF FOOD SAFETY

- Handling and Storage of foodstuffs in a manner that reduces chances of food contamination.
- Wearing of apron, head gear/cap, keeping well-manicured and short nails, removing earrings when preparing and serving food.
- Maintaining the highest standards of personal hygiene and cleanliness of the food preparation area and utensils.

2. REDUCTION OF WASTE WITHOUT COMPROMISING THE QUALITY OF SERVINGS TO LEARNERS.

- Servings should only be for learners.
- Ensure that ingredient quantities during food preparation are consistent with the School Specific Menu.
- Maintaining highest standards of ethical conduct.

3. ENSURE NON –INTERRUPTION OF FEEDING AND TUITION.

- Volunteer Food handler to report for work on all feeding days.
- Commencement of food preparation to be in sync with the time for food serving.
- Feeding time to be timetabled, monitored and be consistent with the overarching requirement of feeding by 10h00.

5. TERMINATION OF CONTRACT

This contract terminates

1. When the **Food handler completes a twelve (12) months period**), and the contract is not renewable unless there are extenuating circumstances which are advanced in writing by the school to the District Office.
2. When the Food Handler has been found to be in breach or the school has ceased operations. In respect of breach of contract **due process** shall be followed by the school. The outcome of a hearing shall be submitted to the District NSNP Coordinator together with an application for a replacement.
3. The **Food handler** participant gives notice, in writing, to terminate the contract. A written one month notice is mandatory. A School may accept a shorter period of notice in exceptional circumstances.
4. The School gives a written one month notice, for **operational reasons**, that the services of a Food Handler will no longer be required.
5. The Food Handler is proven beyond doubt that s/he is **incompetent**. In the case of inefficiency/incompetence or incapacity the school must first exhaust support mechanisms such as capacity building before a decision to terminate a contract is arrived at.

6. DUE PROCESS IN CASES OF FOOD HANDLER MISCONDUCT

This is founded on the principle of **fairness** and the notion of '**hearing the other side**'.

1. A disciplinary hearing shall be conducted by the school to ascertain the veracity of allegations. Transgressions warranting dismissal are putting the life of a learner/s at risk, serial absenteeism, pilfering and gross insubordination. Less serious transgressions may warrant a written warning.
2. The accuser cannot preside over the hearing.
3. The alleged transgressor should be afforded an opportunity to state his/her side or call for witnesses.
4. There shall be a record of all proceedings.

5. The Food Handler can take the outcome of the hearing on review and the District Office shall handle issues of review. The outcome of the review is binding and final.

7. WORKING HOURS

7.1 Normal working

- a) Working hours, on all feeding days, shall be structured by the school such that food preparation, food serving, collection of utensils and tidying up are all made possible. The school shall not unduly keep food handlers at school.

Any type of leave taken by the Food handler participant should be negotiated with and agreed upon between the Supervisor and the Food handler participant.

8. PAYMENT OF FOODHANDLERS

The **Foodhandler** will be paid a **monthly stipend of**which is in line with applicable NSNP Conditional Grant Framework. A contribution (Food Handler and Department), in respect of **Unemployment Insurance Fund (UIF)** shall be made to the Department of Labour for each contracted Food Handler participant.

NB: This is subject to the participant's attendance.

10. CONDUCT

The **Foodhandler** participant undertakes to abide by the code of conduct as set by school.

11. DISPUTES

In an event where a dispute arises between the **Foodhandler** participant and Supervisor, the Director will designate the principal and district co-ordinator to investigate, mediate and manage the conflict. In such an event all parties shall be subject to all terms and conditions contained in terms of this contract.

12. THE OBLIGATIONS/DUTY OF THE DISTRICT OFFICE-NSNP UNIT:

1. Orientation programme on ethos of a **Food handler** is provided to all participants
2. **Food handler** participants are provided with Mentors or Supervisors for guidance during their term of contract.