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CONTRACT OF EMPLOYMENT (DOMESTIC WORKER)

Entered into between:

(Hereinafter referred to as the "employer")

Identity Number: _____

Physical address of employer:

Contact number: _____

E-mail address: _____

and

(Hereinafter referred to as the "employee")

Identity Number: _____

Physical address of employee:

(Address other than accommodation provided by employer)

Contact number: _____

E-mail address: _____

1. Commencement date

Employment will start on _____ (*insert date*) and continue until terminated as per this agreement.

2. Place of employment

The place of employment is situated at:

(Indicate physical address, including floor, unit, and room number if applicable)

3. Job description and duties

Job title of the employee: _____
(For example, domestic worker, child minder, gardener and so on)

The duties of the employee will be related to the employee's job title and set out in Annexure A, unless agreed to otherwise.

4. Hours of work

4.1 The employee's normal working hours will be _____ hours per day from ____ to ____ (*insert the start and end times*).

4.2 The employee will work on the following days per week:

- Monday
- Tuesday
- Wednesday
- Thursday
- Friday
- Saturday
- Sunday

4.3 The employee is entitled to a lunch break of _____ minutes between _____ and _____ on days worked.

4.4 Overtime will only be worked as agreed to from time to time, and will be paid at the rate of _____ (*minimum one and a half times*) of the employee's total wage.

4.5 Standby will only be done if agreed to in writing from time to time, and an allowance will be paid of at least R _____ (*minimum R30.00*) per standby shift.

5. Sunday work and Public Holidays

5.1 If the employee works on a Sunday, payment will be as follows:

5.1.1 If the employee does not ordinarily work on a Sunday, the employee will be entitled to be paid twice the basic hourly wage for work done on a Sunday.

5.1.2 If the employee ordinarily works on a Sunday, the employee will be entitled to be paid one and a half times the basic hourly wage for work done on a Sunday.

5.1.3 If the amounts calculated as per clause 5.1.1 and 5.1.2 are less than the employee's daily wage, the employer shall pay the full daily wage to the employee.

5.2 The employee will be paid his/her basic wage for not working on a public holiday if that public holiday falls on a day the employee would ordinarily have worked.

5.3 If the employee works on a Public Holiday, payment will be as follows:

5.3.1 If the public holiday falls on a day the employee would ordinarily have worked, the employee will be paid at least double the employee's daily wage.

5.3.2 If the public holiday falls on a day the employee would not have ordinarily worked, the employee will be paid a minimum of the employee's ordinary daily wage rate, plus the amount earned by the employee for the work done on the public holiday.

6. Wages/Salary

6.1 The employee will be paid R _____ per hour *(may not be less than the hourly wage set out from time to time in the National Minimum Wage Act 9 of 2018)*.

6.2 Subject to clause 7.1, the employee's basic wage/salary will be a total of R _____ per day/week/month *(delete the options not applicable)*, which will be paid to the employee on the day worked or on the last working day of every week/month *(delete the option not applicable)*.

6.3 Payment of the employee's wages/salary will be in one of the following methods:

6.3.1 Payment will be made directly into a bank account nominated by the employee and the employee shall provide the employer with a bank confirmation letter for the nominated bank account (which will be attached to this agreement as an annexure).

OR

6.3.2 Payment will be made to the employee in cash if s/he does not have a bank account and the employee may be required to acknowledge receipt in writing as proof that payment was received.

6.4 The employee shall be entitled to the following allowances/other cash payments/payment in kind:

(Include description and value, for example, a weekly/monthly transport allowance of R _____; Meals per week/month to the value of R _____ and so on)

6.5 The following deductions are agreed upon between the parties:

(Include description and amount of deduction, for example, amounts for UIF and so on)

- 6.6 Amounts to cover damage or breakages of household items, or clothing may not be deducted from the employee's earnings, unless specifically agreed to between the parties.
- 6.7 Meals do not have to be provided, but if they are provided, the employer may not deduct any amount from the employee's income to cover the meal costs.
- 6.8 No deductions may be made by the employer for work equipment to be used by the employee for work purposes.
- 6.9 The employer shall review the employee's wages/salary on or before _____ (*insert day and month*) of every year.

7. Annual Leave

- 7.1 The employee is entitled to _____ days of paid leave after every 12 months of continuous service (*may not be less than 15 workdays per year or less than one day for every 17 days worked*).
- 7.2 Annual leave is to be taken at times that are convenient to the employer and the employer may require the employee to take his/her leave at times that coincide with that of the employer.
- 7.3 The employer must exercise reasonability when deciding whether and when to approve the employee's leave. Leave must not be disapproved arbitrarily.

8. Sick leave

- 8.1 For every sick leave cycle that runs for a period of 36 months, the employee will be entitled to an amount of paid sick leave equal to the number of days the employee would normally work during a period of six weeks.
- 8.2 During the first six months of employment, the employee will be entitled to one day's paid sick leave for every 26 days worked.
- 8.3 The employee must notify the employer as soon as is reasonably possible when s/he is absent from work due to illness.
- 8.4 A medical certificate may be required if the employee is absent from work for more than two consecutive days or has been absent on more than two occasions during an eight-week period.

9. Maternity leave

- 9.1 The employee is entitled to at least four consecutive months' maternity leave, which will be unpaid.
- 9.2 The employee may claim from the Unemployment Insurance Fund ("UIF") for the time that she will be off work due to pregnancy.

10. Family responsibility leave

- 10.1 The employee will be entitled to _____ days' (minimum five days) fully paid family responsibility leave during each annual leave cycle if s/he works at least four days a week.
- 10.2 Family responsibility leave may be applied for when:
- 10.2.1 the employee's child is born;
 - 10.2.2 the employee's child is ill; and
 - 10.2.3 the death of a direct family member of the employee has occurred, including the death of a spouse or partner, child, grandchild, parent, sibling, or grandparent.

11. Accommodation

(Delete this clause if not applicable)

11.1 The employee will be provided with accommodation for as long as s/he remains in the service of the employer. The accommodation will form part of the employee's remuneration package.

11.2 The following accommodation will be provided to the employee:

(Include detailed description of the accommodation)

11.3 No other person other than the employee may occupy the accommodation, unless prior arrangements are made with the employer. Reasonable notice must be given except in exceptional circumstances where such reasonable notice cannot be provided.

11.4 The employee must obtain prior consent from the employer for an overnight stay by any person other than the employee except where the visitor is a direct family member of the employee. Such permission will not be necessary if the visitor is a direct family member.

12. Work apparel

(Delete this clause if not applicable)

12.1 The employer will provide the employee with sets of uniforms free of charge during the period of employment.

12.2 The uniforms will remain the property of the employer, and must be returned to the employer on the date of termination of employment for whatever reason.

13. Other conditions of employment or benefits

13.1 The employer agrees to comply with the provisions under the Unemployment Insurance Act 63 of 2001 in respect of registration and making payments towards the Unemployment Insurance Fund ("UIF").

13.2 The employer agrees to comply with the provision under the Compensation for Occupational Injuries and Diseases Act 130 of 1993 ("COIDA") in respect of registering with the Compensation Fund and submitting annual returns to cover the employee against occupational diseases, injuries, and death in terms of section 80 of the COIDA.

13.3 The employer further agrees to comply with any other applicable legislation, including but not limited to, the Protection of Personal Information Act 4 of 2013, Basic Conditions of Employment Act 75 of 1997 and the Labour Relations Act 66 of 1995.

14. Termination of employment

14.1 Either party can terminate this agreement with one week's notice during the first six months of employment and with four weeks' notice thereafter.

14.2 Notice must be given in writing, except when it is given by an illiterate domestic worker. In a case where the employee is illiterate, notice must be explained orally by or on behalf of the employer.

15. Breach and disciplinary proceedings

- 15.1 Any violation of a provision of this contract will constitute a breach of this contract.
- 15.2 The party in breach will be liable for any loss suffered as a result of the breach in accordance with the applicable laws.
- 15.3 If a Party breaches a material provision of this agreement, and fails to remedy such breach within fourteen (14) days of the date of receipt of a written notice from the aggrieved Party requiring him/her to do so, the aggrieved Party will be entitled to any remedy available in law without further notice, and may cancel this agreement.
- 15.4 The parties agree that the provisions under the Labour Relations Act 66 of 1995 in respect of disciplinary steps will be applicable and that the employer may take the following disciplinary action against the employee:
- 15.4.1 Hold a counselling session with the employee to provide informal advice and training to correct the misconduct.
 - 15.4.2 Provide a verbal warning for a first offence of misconduct (which will be valid for three months).
 - 15.4.3 Provide a written warning for a second offence of misconduct (which will be valid for six months).
 - 15.4.4 Provide a final written warning for a third offence of misconduct or serious instances of misconduct, such as gross negligence and theft (which will be valid for one year).
 - 15.4.5 Dismissal.

16. Commission for Conciliation, Mediation and Arbitration ("CCMA")

- 16.1 The parties agree that the CCMA can be approached to resolve any dispute that arises between them if the parties cannot resolve the dispute amongst themselves, provided that it falls under the jurisdiction of the CCMA.
- 16.2 The parties agree that arbitration will not follow automatically should the dispute not be solved at the conciliation stage. The parties must be afforded the opportunity to postpone to a later date so that they can prepare sufficiently for the arbitration proceedings.

17. Variation

This is the full and final agreement between the parties. No amendments or additions effected to this agreement will be valid, unless reduced to writing and signed by both parties or their authorised representatives.

Signatories

As witnesses for the **Employee**:

1. _____
Signature Full name

2. _____
Signature Full name

The **Employee**:

Signature Full name

Signed at _____ on _____ 20 _____.

As witnesses for the **Employer**:

1. _____
Signature Full name

2. _____
Signature Full name

The **Employer**:

Signature Full name

Signed at _____ on _____ 20 _____.

ANNEXURE A

JOB DESCRIPTION & LIST OF RESPONSIBILITIES

***Tick the applicable functions.**

- | | |
|---|---|
| <input type="checkbox"/> Child minding/babysitting
<input type="checkbox"/> Minding old/sick employer or relative/caretaking
<input type="checkbox"/> General tidying of house
<input type="checkbox"/> Making of beds
<input type="checkbox"/> Vacuuming of carpets
<input type="checkbox"/> Vacuuming of upholstery
<input type="checkbox"/> Dusting
<input type="checkbox"/> Wiping down of all appliances such as the TV, for example.
<input type="checkbox"/> Cleaning of walls, light switches, doors etc.
<input type="checkbox"/> Cleaning of ornaments
<input type="checkbox"/> Cleaning of toilets, basins, baths, showers, taps etc.
<input type="checkbox"/> Mopping of tiled/vinyl floors
<input type="checkbox"/> Cleaning of inside of cupboards
<input type="checkbox"/> Cleaning of stove and oven
<input type="checkbox"/> Preparation/cooking of breakfast
<input type="checkbox"/> Preparation/cooking of lunch
<input type="checkbox"/> Preparation/cooking of supper
<input type="checkbox"/> Setting of tables
<input type="checkbox"/> Cleaning after breakfast/lunch/supper
<input type="checkbox"/> Polishing of floors and verandas
<input type="checkbox"/> Cleaning brass and silver
<input type="checkbox"/> Washing of Walls
<input type="checkbox"/> Laundry - machine wash
<input type="checkbox"/> Laundry - hand wash
<input type="checkbox"/> Hanging out of laundry
<input type="checkbox"/> Washing of curtains | <input type="checkbox"/> Ironing
<input type="checkbox"/> Small mending jobs, such as replacing buttons, hems, etc.
<input type="checkbox"/> Defrosting and cleaning fridge & freezer
<input type="checkbox"/> Cleaning of windows and glass doors inside and out
<input type="checkbox"/> Cleaning of all used equipment such as the vacuum cleaner, for example.
<input type="checkbox"/> Packing away of groceries
<input type="checkbox"/> Removal of refuse for collection
<input type="checkbox"/> Sweeping of outside patios, steps, etc.
<input type="checkbox"/> Wiping down of outside lights
<input type="checkbox"/> Cleaning of outside rooms and cloakroom
<input type="checkbox"/> General driving duties and errands
<input type="checkbox"/> Wash cars
<input type="checkbox"/> Maintain garden in clean and tidy condition
<input type="checkbox"/> Caring for pool
<input type="checkbox"/> Mow lawns
<input type="checkbox"/> Weeding
<input type="checkbox"/> Trimming and pruning
<input type="checkbox"/> Washing and grooming of dogs
<input type="checkbox"/> Painting of walls
<input type="checkbox"/> Other:
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