

EMPLOYMENT CONTRACT

WRITTEN PARTICULARS (DOMESTIC WORKER)

Given by:

(herein after referred to as "the employer")

Address of employer:

.....

.....

.....



(herein after referred to as "the employee")

1. Commencement

Employment will begin on and continue until terminated as set out in clause 6 of the guidelines.

2. Place of work

3. Job description

Job Title
(e.g.. Domestic worker, child minder, gardener, etc)

Duties: See attached job description

4. Hours of work (See Guideline 5)

4.1 Normal working hours will be hours per week, made up as follows:

Monday / Tuesday / Wednesday / Thursday / Friday: am to pm

Meal intervals will be from: to

Other breaks: to

Saturday: am to pm

Meal intervals will be from: to

Other breaks: to

Sunday: am to pm

Meal intervals will be from: to

Other breaks: to

4.2 Overtime will only be worked as agreed from time to time and will be paid at the rate of one and a half times of the total wage as set out in clause 5.2.

4.3 Standby will only be done if agreed from time to time whereby an allowance will be paid of at least R20,00 per standby shift.

5. **Wage** (See Guidelines 4 and 5)

5.1 The employees wage shall be paid in cash on the last working day of every week/month and shall be: R.....

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

5.2.1 A weekly/monthly transport allowance of R.....

5.2.2 Accommodation per week/month to the value of R.....

5.3 The following deductions are agreed upon:

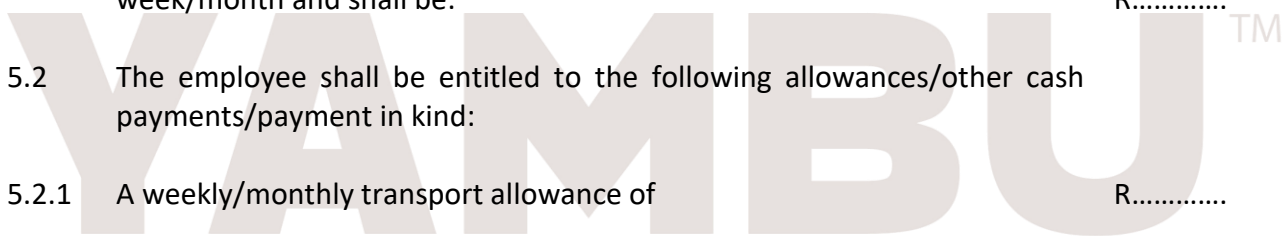
..... R.....

..... R.....

..... R.....

5.4 The total value of the above remuneration shall be
(The total of clauses 5.1 to 5.2.2) R.....
(Modify or delete clauses 5.2.1 to 5.2.2 as needed)

5.5 The employer shall review the employee’s salary/wage on or before 1 November of every year.



6. Termination of employment

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

7. Sunday work

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

8. Public holidays

Any work on holidays will be by agreement and will be paid according to clause 8 of the guidelines.

9. Annual leave

The employee is entitled to three weeks paid leave after every 12 months of continuous service. Such leave is to be taken at times convenient to the employer and the employer may require the employee to take his/her leave at such times as coincide with that of the employer.

10. Sick leave

10.1 During every sick leave cycle of 36 months the employee will be entitled to an amount of paid sick leave equal to the number of days the employee would normally work during a period of six weeks.

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

10.3 The employee is to notify the employer as soon as possible in case of his/her absence from work through illness.

10.4 A medical certificate may be required if absent for more than 2 consecutive days or has been absent on more than two occasions during an eight-week period.

11. Maternity leave

(Tick the applicable clauses in the space provided).

11.1 The employee will be entitled to months maternity leave without pay; or

11.2 The employee will be entitled to months maternity leave on pay

12. Family responsibility leave

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

13. Accommodation

(Tick the applicable boxes).

13.1 The employee will be provided with accommodation for as long as the employee is in the service of the employer, which shall form part of his/her remuneration package.

13.2 The accommodation may only be occupied by the worker, unless prior arrangement with the employer.

13.3 Prior permission should be obtained for visitors who wish to stay the night. However where members of the employees direct family are visiting, such permission will not be necessary.

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

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

15. Other conditions of employment or benefits

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

16. General

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

.....
EMPLOYER

Acknowledgement of receipt by employee:

.....

Date: