



**BETWEEN:**

Name: \_\_\_\_\_

ID No: \_\_\_\_\_

(Hereinafter referred to as **“the Employer”**)

Of: \_\_\_\_\_ (Employer’s Address).

And

Name: \_\_\_\_\_

ID No: \_\_\_\_\_

(Hereinafter referred to as **“the Employee”**)

**1. COMMENCEMENT AND PROBATION PERIOD**

1.1. The employee is employed as a domestic worker from \_\_\_\_\_ (*insert date/month/year*) at the employer's address referred to above.

The employee will be subject to a 1 (one) month probation (trial) period. During the probationary (trial) period, an assessment will be made of the employee's performance, and in the event that the employer (at any time during the probationary period) finds the employee's performance unsatisfactory, the employer may, after a fair enquiry and following fair labour practice, give 24 hours notice terminating this agreement.

During this period, the employee will likewise be entitled to give 24 hours notice



## 2. JOB DESCRIPTION

The Employee's duties will include, but not be limited to the following:

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## 3. HOURS OF WORK

3.1. The Employee's normal working hours will be \_\_\_\_\_ hours per week made up as follows (delete that which is not applicable):

3.1.1. *Monday to Friday (inclusive)* \_\_\_\_\_ am to \_\_\_\_\_ pm Meal intervals will be from \_\_\_\_\_ to \_\_\_\_\_ Other breaks: from \_\_\_\_\_ to \_\_\_\_\_

3.1.2. *Saturdays:* \_\_\_\_\_ am to \_\_\_\_\_ pm Meal intervals will be from \_\_\_\_\_ to \_\_\_\_\_ Other breaks: from \_\_\_\_\_ to \_\_\_\_\_

3.1.3. *Sundays:* \_\_\_\_\_ am to \_\_\_\_\_ pm Meal intervals will be from \_\_\_\_\_ to \_\_\_\_\_ Other breaks: from \_\_\_\_\_ to \_\_\_\_\_

3.2. Overtime will only be worked as agreed from time to time and will be paid at the rate of one and a half times the hourly wage.

3.3. The employee will be required, from time to time, to work standby, in which case an allowance will be paid of at least R20,00 per standby shift, or such greater amount as may be agreed upon in writing.

3.4. The employee may be required, from time to time, to work on Sundays or public holidays, and the employee will be paid for such work at the rate of two times the hourly wage.



#### 4. WAGES

4.1. The employee's total wage is made up as follows:

- Cash R.....
- Accommodation R.....
- Food R.....
- Transport allowances R.....
- Other R.....
- Deductions (if any) R.....

**TOTAL REMUNERATION** R.....

4.2. The cash portion of your remuneration will be paid by \_\_\_\_\_ (cash / cheque / transfer to bank) on a \_\_\_\_\_ (daily / weekly / fortnightly / monthly) basis.

#### 5. TERMINATION OF EMPLOYMENT

Subject to compliance with fair labour practice, either party can terminate this agreement with one weeks notice during the first six months of employment, two weeks notice during the second six months of employment, and with four weeks notice thereafter. 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 also be explained orally by or on behalf of the employer.

#### 6. ANNUAL LEAVE

The employee is entitled to three weeks paid annual 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

#### 7. SICK LEAVE

- 7.1. 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 s/he would normally work during a period of six weeks.
- 7.2. The employee is entitled to one day's paid sick leave for every 26 days worked during the first six months of employment.



- 7.3. The employee must notify the employer, as soon as possible, in case of his / her absence from work through illness.
- 7.4. The employee may be required to submit a medical certificate if absent for more than 2 consecutive days or has been absent on more than two occasions during an 8 (eight) week period.

## **8. MATERNITY LEAVE**

- 8.1. The employee is entitled to 4 consecutive months of unpaid maternity leave.
- 8.2. The employee will not be required to work 4 weeks before the expected date of birth, nor six weeks after the date of birth.

## **9. FAMILY RESPONSIBILITY LEAVE**

The employee will be entitled to three days family responsibility leave per year.

## **10. ACCOMODATION**

- 10.1. The employee will / will not (delete whichever is not applicable) be provided with accommodation during her/his employment.
- 10.2. Should the employee be provided with accommodation, the employee should be the only one staying in the accommodation unless prior arrangements have been made with the employer. Permission will have to be obtained for visitors wishing to stay the night but such permission will not be necessary if the employee's direct family is visiting.



## 11. GENERAL

Any changes to this agreement will not be valid unless reduced to writing and signed by both parties.

Signed at \_\_\_\_\_ (place) on this \_\_\_\_\_ (date/month/year)

\_\_\_\_\_

Employer

\_\_\_\_\_

Witness

\_\_\_\_\_

Employee

\_\_\_\_\_

Witness



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