

— L I P C O —
LAW
FOR
ALL

CONTRACT OF EMPLOYMENT - DOMESTIC WORKER

This is a written contract between an Employer and Domestic Worker, setting out the rights and obligations of both.

THE EMPLOYER

Name & Surname:

ID Number:

Address:

(the address acts as the domicilium citandi et executandi)

Email:

Cellphone Number:

THE EMPLOYEE

Name & Surname:

ID Number:

Address:

(the address acts as the domicilium citandi et executandi)

Email:

Telephone Number:

2. START DATE

Employment will start on the of 20 and will continue until ended.

3. PLACE OF EMPLOYMENT

The place of employment is described as and situated at:

Insert Address

4. JOB DESCRIPTION / TITLE

The employee is employed as:

(E.g. Domestic Worker, Driver, Care Taker, Gardener, Child Minder etc)

5. TERMINATION OF EMPLOYMENT

Either the Employer or Employee may terminate this agreement by providing at least **4 (four) weeks'** written notice.

6. WORK HOURS

6.1. Normal work hours will be hours per week, made up as follow:

Monday/Tuesday/Wednesday/Thursday/Friday: AM to PM

Meal intervals will be from: AM to PM

Other breaks: AM to PM
(E.g. Tea)

Saturdays: AM to PM

Meal intervals will be from: AM to PM

Other breaks: AM to PM
(E.g. Tea)

Sundays: AM to PM

Meal intervals will be from: AM to PM

Other breaks: AM to PM
(E.g. Tea)

Initials

Initials

6.2. Overtime may be worked if agreed on from time to time, and payment will be at a rate of one and a half times the normal wage.

6.3. Standby may be worked if agreed on from time to time, and an allowance will be paid of at least R20 per shift.

7. WAGES

7.1. The Employee will be paid its wages in cash on the last working day of every week/month and will total:

R

7.2. The Employee will be entitled to the following allowances/payment in kind:

a. A weekly/monthly transport allowance:

R

b. Weekly/Monthly meals to the value of:

R

c. Accommodation per week/month:

R

d. Total value of remuneration:

R

7.3. The employer must review and adjust the Employee's wages annually.

7.4. The following deductions are agreed upon:

Name and list deductions

8. ANNUAL LEAVE

8.1. The Employee will be entitled to days paid leave after each **12 (twelve) months** of continuous service.

8.2. Annual leave is to be taken at times that are convenient to the Employer and the Employer may require the Employee to take its leave at such times that coincide with that of the Employer.

9. SICK LEAVE

9.1. During every sick leave cycle of **36 (thirty six) months**, the Employee is entitled to an amount of paid sick leave equal to the number of days the Employee would normally work during a period of **6 (six) weeks**.

9.2. During the first **6 (six) months** of employment the Employee is entitled to **1 (one) day's** paid sick leave for every **26 (twenty six) days** worked.

- 9.3. The Employee must notify the Employer as soon as possible of its absence from work due to illness.
- 9.4. Should the Employee be absent from work for more than **2 (two) consecutive days**, or more than twice in an **8 (eight) week** period, the Employer may request a medical certificate.
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10. MATERNITY LEAVE

- 10.1. The Employee is entitled to at least **4 (four) consecutive months'** maternity leave.
- 10.2. Maternity leave will be unpaid for the time that the Employee is off due to pregnancy, and the Employee may claim from the U.I.F.
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11. FAMILY RESPONSIBILITY LEAVE

- 11.1. The Employee is entitled to **5 (five) days** family responsibility leave during each leave cycle.
- 11.2. Family Responsibility may be used when:
- the Employee's child is born (father).
 - the Employee's child is sick.
 - in the event of a death of the Employee's spouse, parent, grandparent, child, grandchild or sibling.
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12. ACCOMMODATION

- 12.1. The Employee will/will not be provided with accommodation for the duration of its service.
- 12.2. If accommodation is provided, it will form part of the Employee's payment package
- 12.3. Only the Employee may occupy the accommodation provided, unless otherwise arranged and agreed with the Employer.
- 12.4. No person may sleep over, unless arrangements have been made with the Employer before the time. No permission is required if the person is a direct family member of the Employee.
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13. CLOTHING

- 13.1. The Employer will give the Employee work clothing to use, but which will belong to the Employer.
- 13.2. All work clothing given, must be returned at the end of this agreement.

Initials

Initials

14. OTHER CONDITIONS

15. CHANGES

Any changes to this agreement will only be valid if placed in writing and signed by both the Employer and Employee.

16. SIGNATURES

- 16.1. Both the Employer and Employee agree to the terms and conditions set out in this agreement.
- 16.2. The Employee confirms that it has received a copy of this agreement confirms that the contents thereof have been properly explained before signing.
- 16.3. The Employee gives its express indication that it accepts the job offer, as extended by the Employer.

Signed at on of 20 .

The Employee:

Witnesses: Witness 1
 Witness 2

Signed at on of 20 .

The Employer:

Witnesses: Witness 1
 Witness 2

DISCLAIMER

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