

WRITTEN PARTICULARS OF EMPLOYMENT
(DOMESTIC WORKER)

Given by:

(hereinafter referred to as "the employer")

Address of employer:

.....

.....

.....

to:

(herein after referred to as "the employee")

1. Commencement

Employment will begin on and continue until terminated as set out in clause 7 of this contract.

2. Place of Work

.....

3. Job Description

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

4. Duties

.....

(See job description attached to the guidelines)

5. Hours of Work

5.1 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: am to pm

Other breaks:

.....

Saturdays: am to pm

Meal intervals will be from: am to pm

Other breaks:

.....

Sundays: am to pm

Meal intervals will be from: am to pm

Other breaks:

.....

5.2 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;

5.3 If required by the employer, the employee undertakes to work not more than the statutory prescribed maximum overtime, currently ten (10) hours per week, or twelve (12) hours maximum working time per day provided that :

5.3.1 The employer notifies the employee during the preceding day that the employee will be required to work overtime the following day;

5.3.2 Overtime will only be worked if agreed upon between the parties from time to time, however, nothing in this contract shall limit the employee's obligation to work emergency overtime at short notice;

5.4 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.

6. Wages

6.1 The employee's wage shall be paid in cash on the last working day of every week/month and shall be: R

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

6.2.1 A weekly/monthly transport allowance of R

6.2.2 Meals per week/month to the value of R

6.2.3 Accommodation per week/month to the value of R

6.3 The following deductibles are agreed upon:

..... R.....
..... R.....
..... R.....

6.4 The total value of the above remuneration shall be R
(The total of clauses 6.1 to 6.2.3)
(Modify or delete clauses 6.2.1 to 6.2.3 as needed)

6.5 The following shall constitute monthly deductions from the Employee's salary:

6.5.1 statutory deductions such as PAYE, SITE and UIF contributions;
where applicable;

6.5.2 any directive received from the South African Revenue Services or any garnishee
order or other order of a competent court;

6.5.3 The Employer shall be entitled also to deduct, at appropriate times and without
demand, any amounts which may become due and payable by the Employee to
the Employer, whether in respect of a loan or for any reason whatsoever.

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

7. Sunday Work

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

8. Public Holidays

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

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 time 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 be 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 two 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, and 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. 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 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 be explained orally by or on behalf of the employer.

17. Discipline

Discipline shall be conducted in terms of the guidelines set out in Schedule 8 of the Labour Relations Act 66 of 1995.

18. General

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

DATED AT _____ ON THIS _____ DAY OF _____ 200__.

AS WITNESSES :

1. _____

2. _____

EMPLOYER

DATED AT _____ ON THIS _____ DAY OF _____ 200__.

I confirm that I understand the contents of this document, the contents thereof having being translated to me.

AS WITNESSES :

1. _____

2. _____

EMPLOYEE

JOB DESCRIPTION

Indicate functions required by a ✓ in the appropriate block

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

Cleaning brass and silver

Washing of walls

Other

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Trimming and pruning

Washing and grooming of dogs

Painting of walls

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