

**EMPLOYMENT AGREEMENT: DOMESTIC WORKER / GARDENER
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1 Parties

1.1 The Parties to this agreement are:

1.1.1 (_____) (“Employer”); and

1.1.2 (_____) (“Employee”).

2 Commencement

2.1 Employment will begin on _____ and continue until it is terminated per clause 7 of this agreement.

3 Place of Work

3.1 The Employee shall carry out his/her duties at:

_____.

4 Job Description

4.1 The Employee’s job title is: _____.

4.2 The Employee agrees to perform his/her duties as described in Annexure A.

5 Hours of Work

5.1 Normal working hours will be _____ hours per week made up as follows:

MONDAY	
TUESDAY	
WEDNESDAY	
THURSDAY	
FRIDAY	
SATURDAY	
SUNDAY	<ul style="list-style-type: none"> • Any work on Sundays will be by agreement where the Employee shall be paid double his/her daily wage. • If the Employee ordinarily works on a Sunday he/she shall be paid one and a half times his/her daily wage.

PUBLIC HOLIDAY	<ul style="list-style-type: none"> Any work done on public holidays will be by agreement where the Employee will be paid double his/her daily wage.
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- 5.2 A lunch break shall be taken for 1 hour at _____.
- 5.3 Overtime will be by agreement and will be paid one and a half times his/her daily wage.

6 Wage (Salary)

- 6.1 The Employee's wage shall be paid _____ (in cash or by electronic banking) on the last working day of every _____ (week or month) and the Employee shall be entitled to the following additional payments:
- 6.1.1 a weekly/monthly transport allowance of *(optional)*: R _____;
- 6.1.2 accommodation per week/month to the value of *(optional)*: R _____; and
- 6.1.3 other *(optional)*: R _____.
- 6.2 The Employer shall review the employee's wage on or before 1 January of every year.

7 Termination of employment

- 7.1 Either Party can terminate this agreement with:
- 7.1.1 1 week's notice during the first 6 months of employment; and
- 7.1.2 4 weeks' notice thereafter (a calendar month).
- 7.2 Notice must be given in writing to the Employer (except when it is given by an illiterate Employee).

8 Leave

- 8.1 Annual Leave:
- 8.1.1 the Employee is entitled to 15 working days (3 weeks) paid leave per annum; and
- 8.1.2 annual leave is to be taken at times convenient to the Employer.
- 8.2 Sick Leave:
- 8.2.1 during the first 6 months of employment the Employee will be entitled to 1 day's paid sick leave for every 26 days worked;
- 8.2.2 after 6 months of employment, the Employee will be entitled to 30 days over 36 months;
- 8.2.2 the Employee is to notify the Employer as soon as possible in case of his/her absence from work due to illness / injury; and
- 8.2.3 a medical certificate is required if the Employee is absent for 2 or more consecutive days, or has been absent on more than two occasions during an eight week period.
- 8.3 Maternity Leave:
- 8.3.1 the Employee will be entitled to _____ month's maternity leave without pay OR leave with pay (*cross out the incorrect option*).

8.4 Family Responsibilities Leave:

8.4.1 the Employee will be entitled to 5 days family responsibility per annum if the Employee works for at least 4 days in a week.

9 Accommodation

9.1 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 wage (salary) OR the accommodation may only be occupied by the worker upon prior arrangement with the Employer OR no accommodation shall be provided for *(cross out the incorrect option)*.

9.2 Where accommodation is provided, prior permission must be obtained for visitors who wish to stay for the night on the property of the Employer.

10 Other Conditions or Benefits of Employment

11 General

11.1 This agreement constitutes the whole agreement between the Parties.

11.2 This agreement may only be amended if the Parties agree to the amendment in writing, and sign the written document – which must be attached to this agreement as an Annexure.

12 Signatories

12.1 Signed at Johannesburg on this the ____ day of _____ 20__:

12.1.1

The Employee

Witness:

12.1.2

The Employer

Witness:

13 Annexure A: Job Description of the Employee

ITEM	DESCRIPTION	TICK IF APPLICABLE / ADD COMMENTS
1	Child caring and babysitting	
2	Laundry: machine wash and hanging out to dry	
3	Laundry: hand wash and hanging out to dry	
4	Ironing	
5	Tidying of the house	
6	Dusting and Wiping furniture and ornaments	
7	Making the beds	
8	Cleaning inside the cupboards	
9	Cleaning of all baths, showers, taps, basins, and toilets	
10	Sweeping and mopping of floors	
11	Washing the curtains	
12	Wiping the blinds	
13	Vacuumping the carpets and upholstery	
14	Cleaning the vacuum cleaner	
15	Defrosting and cleaning the fridge and freezer	
16	Cleaning stove, oven, microwave, and fridge	
17	Cleaning windows and glass doors	
18	Cleaning of walls, lights switches, and doors	
19	Cleaning brass and silver	
20	Packing groceries away	
21	Removal of refuse for collection	
22	Fixing buttons, hems and clothes	
23	Cleaning outside rooms	
24	Preparation / cooking breakfast	
25	Preparation / cooking lunch	
26	Preparation / cooking dinner	
27	Cleaning up after breakfast / lunch / dinner	
28	Setting the table	
29	Sweeping and cleaning outside patio and steps	
30	Mow the lawns	
31	Weed, trim and prune the garden	
32	Wash cars	
33	Clean swimming pool	
34	Clean the braai and braai area	
35	Walk the dogs	
36	Wash and groom the dogs	
37	Drive	
38	Sleep over from time to time to housesit	
39	Other	
40	Other	

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