

Contract of employment: Domestic

Entered into and between

EMPLOYER NAME

(Herein after referred to as "the employer")

and

EMPLOYEE NAME

(ID _____)

(Herein after referred to as "the employee")

(Jointly referred to as the parties)

1. Terms and conditions of employment

- 1.1 The terms and conditions set out herein will constitute the employee's contract with the employer with effect from dd/mm/yyyy.
- 1.2 Where a basic condition of employment is not specifically mentioned, the relevant legislation will be applicable (i.e. Namibian Labour Act 2007, relevant codes of good practices, etc.)

2. Position title and duties

- 2.1 The employee is employed as a **Domestic worker**.
- 2.2 The employee is responsible for the duties as set out in the Position Profile annexed hereto as Annexure A.
- 2.3 The employer will periodically assess the employee's performance and the outcome of such review may contribute to any remuneration increases.
- 2.4 Any changes to the Position Profile will only be affected after consultation with the employee and will usually take place in March of every year.
- 2.5 Although the employee has been employed in the position referred to in paragraph 2.1 and will therefore be responsible for the duties referred to in paragraph 2.2, he/she may be required to perform other duties that may reasonably be expected of him /her.

3. Probation period

- 3.1 The employee guarantees that he/she is competent to carry out the services for which he/she has been employed under this employee contract and that he/she is properly experienced to occupy the position envisaged herein. Any material misrepresentation shall lead to the summary termination of this contract.
- 3.2 The employee will be required to serve a probationary period of three months and permanent employment is subject to the completion of this 3 month probation period.

4. Remuneration and benefits

- 4.1 The employee's remuneration package, benefits and benefit description/conditions are set out in the table below.
- 4.2 The employee's total monthly remuneration will be payable in arrears on the last day of each month via electronic fund transfer / cheque / cash.
- 4.3 The monthly payment will be accompanied by a pay advice.
- 4.4 Should the regular payment date fall on a weekend or public holiday, the employer will pay the salary on the last working day before said day.
- 4.5 Annual increases will be based on merit, inflation and owners discretion. Annual increases will be implemented in month of each year.

4.6 None cash items / in kind payments will be as follows:

- 4.6.1 Free lodging / accommodation (refer to specific conditions pertaining to free lodging / accommodation)
- 4.6.2 Free meals (breakfast and or lunch and or dinner)
- 4.6.3 Rations

4.7 The employee's cash remuneration will comprise of the following:

Remuneration element	Amount in NAD per month	Explanation
Basic wage	N\$ 0.00	Basic salary payable as agreed to between the parties pertaining to minimum hours worked. (excluding value of in kind items such as food, etc.)
Transport subsidy	N\$ 0.00	Additional payment in order to assist employee with transport cost. May be a cash amount per day/week/month or bus coupons, etc. not mandatory.
Food subsidy	N\$ 0.00	Additional payment in order to assist employee with food expenses. Not mandatory.
¹ Accommodation subsidy	N\$ 0.00	Additional payment in order to assist employee with accommodation expenses. Not mandatory.
Other	N\$ 0.00	Any other cash payments should be listed.
Total:	N\$ 0.00	

5. Deductions

5.1 PAYE

5.1.1 All earnings and fringe benefits are taxable and are taxed according to the Income Tax Act.

5.2 Social Security

5.2.1 As required by law, Social Security will be deducted as prescribed. Currently 0.9% is deducted per month from the employee's salary to a maximum of N\$ 54.00 per month.

5.2.2 An equal contribution is made by the employer.

5.2.3 The employee can claim against this fund for reasons of maternity, death, illness or disability.

5.3 Additional deductions are added to the client's contract with appropriate descriptions.

¹ Amount may be equal to rent amount in circumstances where employee occupies employer owned accommodation in which case the amount or part thereof will be deducted as rent to the employer. Not mandatory. Employer to enter into a lease agreement with employee in such circumstance.

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6. Leave

6.1 All categories of leave must be applied for in writing in the form and manner prescribed by the employer from time to time, and may only be taken after approval by the employer.

6.2 ²Annual leave

6.2.1 The employee is entitled to ___ working days Annual Leave per annum.

6.2.2 Annual Leave accrues monthly proportionally.

6.2.3 The employee will take at least 75% of leave accumulated over a 12 month period.

6.2.4 Accrued Annual Leave will never exceed 30 working days.

6.2.5 The employee agrees to take annual leave concurrent with periods of absences of the employer.

6.2.6 The employee agrees to take unpaid leave should his/her leave entitlement be less than the required number of Annual Leave days upon taking leave concurrent with the employer's absences – as per 6.2.5.

6.2.7 Annual Leave will not be granted concurrently with any other period of sick leave granted.

6.2.8 Annual Leave will normally not be granted within the notice period regarding the termination of service.

6.2.9 Annual Leave will only be encashed when the employee leaves the service of the company i.e. when this employment agreement is discontinued.

6.3 ³Sick Leave

6.3.1 The employee is entitled to ___ days sick leave per 3 year cycle.

6.3.2 The employee hereby declares that there is no medical condition, either physical or psychological, of which he/she is aware that would impede his/her performance on the job, or hold an actual potential risk to the health and safety of the employee himself, herself, a fellow employee or a member of the household.

6.3.3 The employee will accumulate one-day Sick Leave for every 5 weeks of completed service during the first 12 months of employment.

6.3.4 Sick Leave cannot accumulate from one Sick Leave cycle to another Sick Leave cycle.

6.3.5 In the case where the employee is unable to attend work due to medical reasons, the employee will ensure that the employer is notified as soon as reasonably possible

6.3.6 An application for Sick Leave must be supported by a certificate from a registered medical practitioner.

² Minimum of 24 working days leave for employees working 6 days per week; 20 working days leave for employees working 5 days per week; 16 working days leave for employees working 4 days per week; 12 working days leave for employees working 3 days per week; 8 working days leave for employees working 2 days per week; 4 working days leave for employees working 1 day per week.)

³ 36 working days sick leave for employees working 6 days per week; 30 working days sick leave for employees working 5 days per week; 24 working days sick leave for employees working 4 days per week; 18 working days sick leave for employees working 3 days per week; 12 working days sick leave for employees working 2 days per week; 6 working days sick leave for employees working 1 day per week.

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- 6.3.7 The employee may be required to submit medical certificates for one day absences should the absence occur on the day before or following a Public Holiday and or if a habit of one day absences is apparent.
- 6.3.8 The company may, at its discretion, require the employee to undergo medical examinations from time to time should this appear necessary or justifiable.
- 6.3.9 The employee expressly agrees to submit himself /herself to alcohol and drugs tests at the employer's discretion.
- 6.4 Maternity Leave
- 6.4.1 The company awards twelve weeks Maternity Leave to an expecting female employee after 6 months of continued employment with the company.
- 6.4.2 Maternity leave is apportioned as 4 weeks before the expected date of delivery and 8 weeks after the birth.
- 6.4.3 The employee will provide the company with a certificate, signed by a medical practioner, confirming her expected date of confinement and the actual date of confinement on her return from leave.
- 6.4.4 The employer will pay the employee the remuneration payable except the basic wage.
- 6.4.5 The basic wage, or any portion thereof, as per the Social Security Act 1994, will be paid by the Social Security Commission.
- 6.5 Compassionate leave
- 6.5.1 The employee is entitled to Compassionate Leave should an immediate relative of the employee pass away or fall seriously ill.
- 6.5.2 A total of 5 working days Compassionate Leave may be taken per year, running from the 1st of January to the 3^{1st} of December of each year.
- 6.5.3 Immediate family members include biological and legally adopted children, spouse, parent, grandparent, brother, sister and father/mother-in-law of the employee.
- 6.5.4 The granting of Compassionate Leave is subject to the seriously ill family member- or passed away family member's details be recorded on the immediate family listing form.
- 6.5.5 The relevant leave form will be completed and approved before the employee takes his/her leave and substantiating documentation will be submitted, in support of the leave request, within one month of the employee taking his/her compassionate leave in order to avoid the number of days taken being recorded as unpaid leave.
- 6.6 Leave without remuneration (Unpaid leave)
- 6.6.1 Leave without remuneration may be granted when the employee's:
- 6.6.1.1 Sick leave credits are insufficient or have been depleted;

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- 6.6.1.2 Application for sick leave cannot be reasonably substantiated;
- 6.6.1.3 Family responsibility leave credits are insufficient or have been depleted and no vacation leave credits are available;
- 6.6.2 The employer is not obliged to approve such an application.
- 6.6.3 If the employee is absent from duty without prior arrangement or permission, the employer may regard any period of such absence as leave without remuneration. (This does however not preclude the employer from taking disciplinary measures against the employee in terms of this contract)
- 6.6.4 Leave without remuneration will affect the accumulation of vacation leave credits on a pro-rata basis.
- 6.7 No other leave is available.

7. Working hours & lunch

7.1 Normal working days and hours will be as follows: (strike through rows implies "not a working day")

Days	Working hours	Lunch hour
Monday	00h00 to 00h00	00h00 to 00h00
Tuesday	00h00 to 00h00	00h00 to 00h00
Wednesday	00h00 to 00h00	00h00 to 00h00
Thursday	00h00 to 00h00	00h00 to 00h00
Friday	00h00 to 00h00	00h00 to 00h00
Saturday	00h00 to 00h00	00h00 to 00h00
Sunday	00h00 to 00h00	00h00 to 00h00

7.2 An hour lunch is granted after 5 hours of work or as per agreement between the parties.

8. Overtime & Nightshift allowance

- 8.1 ⁴All overtime and nightshift work will be approved by the company in advance unless it is covered by an alternative agreement which is more favorable to the employee.
- 8.2 The company will not honor any overtime worked which was not explicitly agreed to by the parties.

⁴ *Moe favourable agreement needs to be reduced to writing and should form part of this agreement.*

8.3 Ordinary overtime (1.5):

- 8.3.1 The employee agree to perform duties in excess of normal working hours subject to reasonable notice being given to him/her.
- 8.3.2 Ordinary overtime will be calculated at one and a half time the ordinary hourly rate.
- 8.3.3 The payment of ordinary overtime will however not be applicable should the parties agree to a more favourable remuneration system as compensation for hours worked in excess of ordinary working hours.

8.4 Double time:

- 8.4.1 The employee voluntarily agrees to perform duties on Sundays subject to reasonable notice being given to him/her.
- 8.4.2 Sunday overtime will be calculated at two times the ordinary hourly rate or 1.5 times the ordinary rate with equal time off during the week.
- 8.4.3 The payment of double time will however not be applicable should the parties agree to a more favourable remuneration system as compensation for hours worked on a Sunday.

8.5 Public Holiday Work:

- 8.5.1 Public holidays means any public holiday referred to in, or declared under, section 1 of the Public Holidays Act, 1991 (Act 26 of 1991).
- 8.5.2 Employees are paid their ordinary daily rate in respect of a Public Holiday if such a day falls on a normal working day (I.e. Monday to Friday).
- 8.5.3 Unauthorized absenteeism on days preceding or following a Public Holiday will result in no payment for the Public Holiday.
- 8.5.4 The employee voluntarily agrees to perform duties on Public Holidays as and when required, subject to reasonable notice being given to him/her.
- 8.5.5 Work on Public Holidays will be calculated at plus one time the ordinary hourly rate if the Public Holiday falls on a normal working day.
- 8.5.6 Double the ordinary rate will be paid if the Public Holiday falls on a none working day or for hours work in excess of normal working hours as agreed to herein.
- 8.5.7 Payment for work performed on a Public Holiday will however not be applicable should the parties agree to a more favourable remuneration system as compensation for hours worked on a Public Holiday.

8.6 Nightshift allowance:

- 8.6.1 The employee is entitled to a Night Shift allowance of 6% of the basic hourly wage for hours worked during 20:00 and 7:00.

- 8.6.2 The payment of this allowance will however not be applicable should the parties agree to a more favourable remuneration system as compensation for hours worked at night.

9. Employer assets

9.1 Equipment

- 9.1.1 The employee undertakes to take appropriate care of equipment used to perform his/her tasks.
- 9.1.2 Any abuse of such equipment is regarded a mandatory offence.

10. Termination of employment

10.1 Termination of employment shall, under normal circumstances, be subject to one or more of the following stipulations:

- 10.1.1 During the first three months of employment, one week written notice by either party.
- 10.1.2 After one year or more of employment, one calendar month written notice by either party. Notice will be given in writing on or before the 1st day of a calendar month.
- 10.1.3 The company shall have the right to pay the employee in lieu of notice.

10.2 The Company will be entitled to terminate the employment of the Employee other than the termination referred to in paragraph 10.1. above on, but not limited to, the following conditions:

- 10.2.1 In terms of the disciplinary code (Failure to comply with the disciplinary rules and regulations or the policies and procedures of the employer as amended from time to time.);
- 10.2.2 For justifiable and / or persistent breach of employment duties due to incapacity or poor performance;
- 10.2.3 Abscondment;
- 10.2.4 Failure to disclose relevant material information pertinent to the job requirements, or does so incorrectly, intentionally, vaguely or falsely in relation to his / her employment application;
- 10.2.5 Guilty of any other conduct which will justify dismissal at common law.

11. Policies, grievance and disciplinary procedure

- 11.1 The employee will be subject to the company's disciplinary procedure, code of conduct and policies as determined and amended from time to time.
- 11.2 The Disciplinary Procedure and Code of Conduct are annexed hereto as Annexure B, and forms part of this contract.
- 11.3 Grievances or problems can be raised through the stipulated internal communication channels.

12. Deduction of Debts

12.1 Any official debt, in favour of the employer, may be recovered from the employee's final remuneration if no alternative arrangement has been made. No loans or advances on salary payments will be allowed.

13. Security

13.1 The employee expressly agrees to submit his / her person and personal belongings to a search by any person designated by the employer, whenever the employer deems it necessary.

14. General

14.1 This employee contract and any exhibit attached constitute the sole and entire agreement between the parties with regard to the subject matter hereof and the parties waive the right to rely on any alleged express provision not contained herein.

14.2 No agreement varying, adding to, deleting from or canceling this agreement and no waiver of any right under this agreement shall be effective unless it is: In writing, Agreed to by both parties and Signed by both parties.

14.3 No relaxation by a party of any of its rights in terms of this agreement at any time shall prejudice or be a waiver of its rights (unless it is a written waiver) and it shall be entitled to exercise its rights hereafter as if such relaxation had not taken place.

14.4 No party may cede any of its rights or delegate or assign any of its obligations in terms of this employee contract without the prior written consent of the other party.

14.5 Unless inconsistent with the context, words signifying any one gender shall include the others, words signifying the singular shall include the plural and vice versa and words signifying natural persons shall include artificial persons and vice versa.

14.6 If any clause or term of this agreement should be invalid, unenforceable or illegal, then the remaining terms and provisions of this agreement shall be deemed to be severable there from and shall continue in full force and effect unless such invalidity, unenforceability or illegality goes to the root of this agreement.

14.7 By signing below, the employee certifies under the penalty of perjury that the name and address given is the employee's legal name, address and identification number.

14.8 This agreement will be initialed on all pages and duly signed on the bottom of the last page in order to be official.

14.9 This contract supersedes all previous contracts/agreements, written or verbal, entered into between the parties.

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- 14.10 Both parties agree that there are no outstanding claims and/or issues between the parties at the time when this agreement is signed.
- 14.11 The employee acknowledges that he / she has read this employee contract in its entirety, fully understands all clauses and is signing this contract under his / her free will.

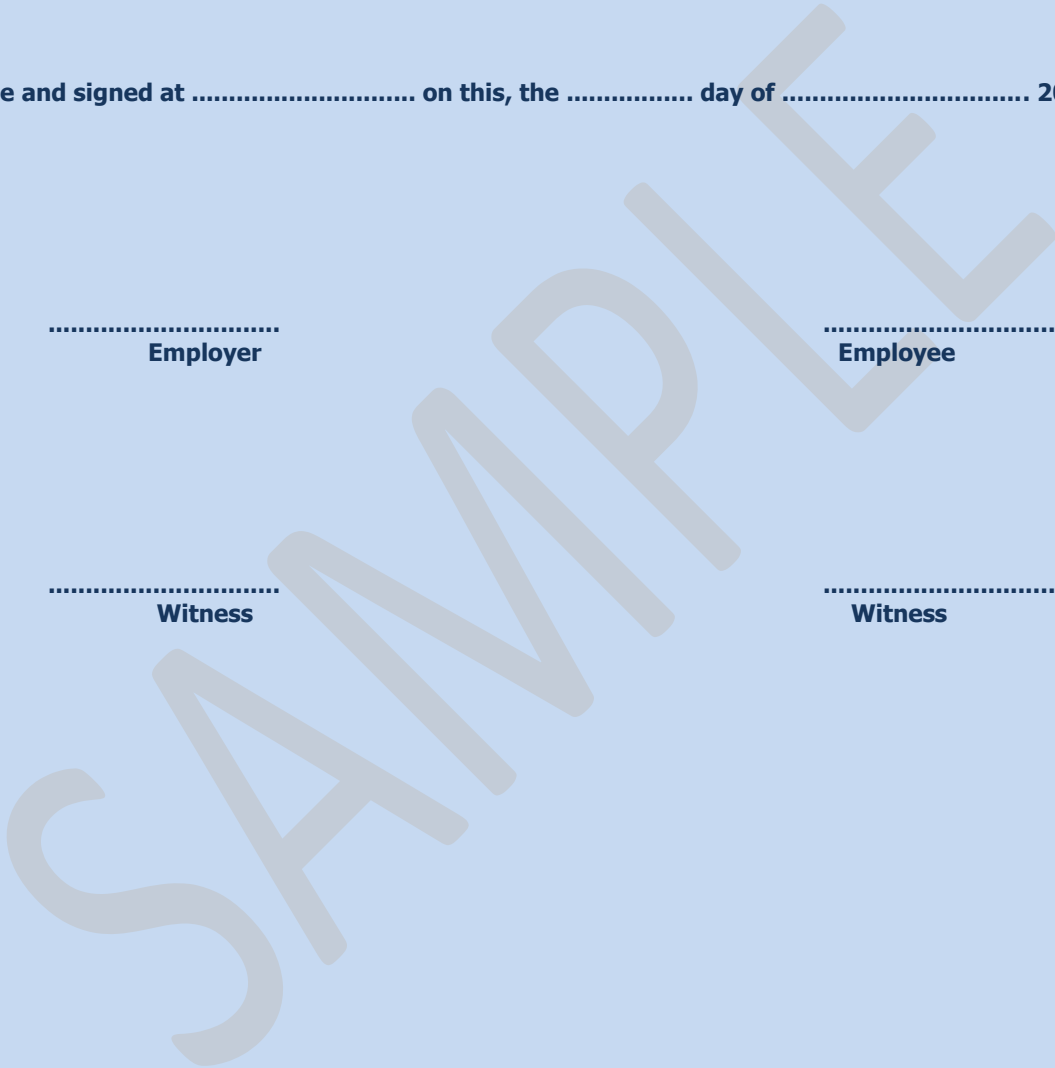
Thus done and signed at on this, the day of 200...

.....
Employer

.....
Employee

.....
Witness

.....
Witness



Annexure A:

Description	Indicate with X which functions to be performed on what days or monthly or as requested.								
	Weekly						Monthly	As required	
	M	T	W	T	F	S			S
Child minding / baby sitting									
Minding old/sick employer or relative									
General tidying of house									
Making of beds									
Vacuuming of carpets									
Vacuuming of upholstery									
Dusting									
Wiping down of all appliances e.g. T.V etc									
Cleaning of walls, light switches, doors etc									
Cleaning of ornaments									
Cleaning of toilets, basins, baths, showers, taps etc.									
Mopping of tiled/vinyl floors									
Cleaning of inside of cupboards									
Cleaning of stove and oven									
Preparation/cooking of breakfast									
Preparation/cooking of lunch									
Preparation/cooking of supper									
Setting of table									
Cleaning away after breakfast/lunch/supper									
Polishing of floors and verandas									
Cleaning brass and silver									
Washing of Walls									
Painting of walls									

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Washing and grooming of dogs																			
Trimming and pruning																			
Weeding																			
Mow lawns																			
Caring for pool																			
Maintain garden in clean and tidy condition																			
Wash cars																			
General driving duties and errands																			
Cleaning of outside room's and cloakroom																			
Wiping down of outside lights																			
Sweeping of outside patios, steps, etc																			
Removal of refuse for collection																			
Packing away of groceries																			
Laundry – machine wash																			
Laundry – hand wash																			
Hanging out of laundry																			
Washing of curtains																			
Ironing																			
Small mending job, e.g. replacing buttons, hems, etc																			
Defrosting and cleaning fridge & freezer																			
Cleaning of windows and glass doors inside and out																			
Cleaning of all used equipment e.g. vacuum cleaner																			