

# THE APPLICATION

Application Form and Permissions Granted

<b>Full Name</b>	
<b>Nationality</b>	
<b>ID Number</b>	
<b>Birth Town</b>	
<b>Address</b>	
<b>Mobile Number</b>	

Do you have any criminal records: \_\_\_\_\_

If Yes then please provide more information: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Do you have any current criminal cases pending: \_\_\_\_\_

If Yes then please provide more information: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Do you provide permission for background, reference and criminal checks to be completed: \_\_\_\_\_

Note: It is a job requirement to allow the above checks, without these the Employer reserves the right to decline the application as a result.

Have you been vaccinated against COVID 19? \_\_\_\_\_

If yes please could you indicate if you received one, two or three inoculations to date? \_\_\_\_\_

Do you have any objection to being Vaccinated? \_\_\_\_\_

What are your Educational levels? \_\_\_\_\_

What previous experience do you have? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please provide any references you may have of previous positions held: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please add any additional information to your application: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed by the Applicant: \_\_\_\_\_

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

Dated: \_\_\_\_\_

# THE EMPLOYMENT AGREEMENT

Employment Agreement Between

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Hereinafter referred to as the "Employer"

And

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Hereinafter referred to as the "Employee"

**The Employer Details**

<b>Name</b>	
<b>Telephone</b>	
<b>E-Mail Address</b>	
<b>ID Number</b>	
<b>Address</b>	

**The Employee Details**

<b>Name</b>	
<b>Telephone</b>	
<b>E-Mail Address</b>	
<b>ID Number</b>	
<b>Address</b>	

**1. Introduction**

1.1. The Employer indicated to the Employee the wish to employ the employee in the position title as follows:

<b>Position</b>	
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1.2. The Employee indicated to the Employer their willingness to accept the position offered.

1.3. Both the Employer and Employee agreed to have this Employer and Employee relationship in accordance with the terms and conditions as captured in this agreement as signed by both parties, and that this agreement is the whole agreement, any adjustments would have to be agreed and accepted in writing by both parties.

1.4. Any headings, document formatting and numbering is placed for convenience only, and should therefore not be read as defining part or all of the relevant clauses.

**2. The Workplace Address**

2.1. The Employee workplace address, the regular place where duties will be performed, is recorded as the following:

Address	
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**3. Probation Period**

3.1. This agreement will include a probation period of 90 (ninety) calendar days from the start of employment.

3.2. At the end of each 30 (thirty) day cycle, as a minimum, during this probation period, there will be a review session between the Employer and the Employee, reviewing the competence of the Employee against the task list as set out in ANNEX A.

3.3. Employer and Employee will review the competence of the Employee and any corrective actions that may be required, if applicable with a view to apply these corrective actions as identified.

3.4. Should the probation period, the competence reviews and the corrective actions not yield positive results, then the Employer reserves the right to terminate in accordance with labour legislation guidelines and principles.

3.5. The Employer reserves the right as defined in Labour laws to extend the probation period, this extension if applicable would be for an additional 90 (ninety) calendar days should the competence and corrective actions process require such an extension.

3.6. The Employer at the end of the Probation period will have a termination session with the Employee if it is found by Employer that despite the corrective actions the Employee remains incompetent to perform the duties as agreed and as contained in this agreement, such session may be attended by a Union representative for the Employee as contained in Labour acts.

- 3.7. Should the Employer terminate the Employee at the end of Probation period, in accordance with the process as defined above, then 1 (one) week notice will be given.
- 3.8. There are no adjustments of salaries or benefits after the probation period.

**4. The Workdays, Hours and Breaks**

- 4.1. The Employee would work on the following days and times and according to the schedule indicated.
- 4.2. The different breaks agreed are indicated in the table below, noting that the Employee as per the basic employment conditions act is entitled to 60 (Sixty) minutes of lunch time after 5 hours of work, and may be reduced by agreement between Employer and Employee, and that any work that is less than 6 (Six) hours may remove any lunch breaks.

<b>Day</b>	<b>Start Time</b>	<b>End Time</b>	<b>Break 1</b>	<b>Lunch</b>	<b>Break 2</b>
<b>Monday</b>					
<b>Tuesday</b>					
<b>Wednesday</b>					
<b>Thursday</b>					
<b>Friday</b>					
<b>Saturday</b>					
<b>Sunday</b>					

- 4.3. Standard work hours as recorded in the labour act is 8 (eight) hours.
- 4.4. Any work outside of standard hours will be considered overtime.
- 4.5. Standard days overtime will be paid at 1.5 (One point five) times the agreed hourly rate as captured in the wages section of this agreement.
- 4.6. Sundays and Public Holidays will be at 2.0 (Two) times the agreed hourly rate, or as defined by labour legislation from time-to-time.
- 4.7. Public holidays are considered non working yet paid days.
- 4.8. Any overtime is voluntary, and the employee is under no obligation to work such overtime as requested, this includes the right om Employee to decline working on a Public holiday.
- 4.9. Overtime payments may be swapped for time off, at rate of 90 minutes for each hour worked in the 1,5 band or two hours in the double band, within a month or unless agreed and maximum valid for 1 year
- 4.10. Employee may also request 2 (Two) days of paid leave for any Public holiday worked.
- 4.11. It may be that the Employee is requested to work overtime, or indeed requests overtime, it is important to note that labour legislation limits the number of hours that overtime may be worked

by the Employee, even if requested by Employee, 15 (Fifteen) hours is the maximum hours of overtime allowed per week.

- 4.12. Sunday is not considered an ordinary work day, unless agreed differently
- 4.13. There may be times that the Employee is requested to be on standby, a standby allowance would be paid at a rate agreed and as captured in the Remuneration section of this document, and it is noted that such standby requirements will not exceed 5 (five) times a month and will also be limited, if applicable, to 50 (fifty) times per annual cycle.
- 4.14. Should standby be required, and the time exceeded 3 (three) hours then overtime rates would be applicable.
- 4.15. Should Employee be required to perform stand-by duties and there is a requirement to travel to the workplace then Employer and Employee would consult openly and apply principles of reasonableness and fairness for such requirements to get to work outside of standard hours.
- 4.16. Live-in worker, if applicable, when on standby would equally be entitled to standby allowances and payments, despite living on property.
- 4.17. Although it is unlikely that the Employee would be requested to perform duties outside of normal working hours as defined in the sectoral act, there may be times that Employee could be requested to work between the hours of 18:00 and 06:00, such requirements if applicable would be considered as "night shift, and therefore a special night shift rate would be agreed with the Employee, in addition the Employer would be responsible for the cost of transport of the Employee to get to place of work and return back home.
- 4.18. It is agreed and understood that should there be night shift requirements exceeding (5) times per month, or 50 (fifty) times per year that the Employer would be required to comply with section 17(3) and (4) of the BCEA, which includes the right of the employee to undergo a medical examination, and prior to agreeing to any night shift the Employer will inform the Employee in writing on this arrangement, including highlighting the health and safety hazards that may be applicable to working night shifts.
- 4.19. The Employer also agrees that should regular night shifts be required that a separate agreement would be reached and agreed with the Employee, especially since night shift is not common for domestic workers and therefore would require separated terms and conditions to be agreed between the Employer and Employee, and such terms would comply with the different and relevant acts as it pertains to night shifts.
- 4.20. The Employee will not be required to work more than 12 (Twelve) hours a day, overtime included.
- 4.21. It is understood and agreed by the Employer and Employee that the option to exchange overtime cash payments due may be exchanged for at least 90 (Ninety) minutes of for each hour worked on a normal work day, and 120 (Hundred and Twenty) minutes for each hour worked on a Public Holiday or Sunday, such exchange agreement needs to be in writing, given and taken within a month unless agreed to delay such exchange and such agreement will only be valid for 12 months from the point of eligibility, after which time off should be provided or cash payment due made by Employer to Employee.



## **5. Duties and Responsibilities**

- 5.1. The Employer requires a high level of diligence and care from the employee, ensuring that the core duty of ensuring a neat and clean household is maintained, with the areas as per the job description checklist in Annex A.
- 5.2. It is understood that besides the duties as indicated the Employee will endeavour to meet the core duty of ensuring a neat and clean household, which may require the Employee to perform a task that is not specifically listed, or may not be in the time frame as planned, and that the Employee will ensure such duty is performed in line with this core duty.
- 5.3. The Employer may request from the Employee to perform a task, and all such tasks may not be listed in the detailed task list in Annex A, it is expected that the Employee will perform such tasks diligently and as it pertains to the core duty of ensuring a neat and clean household, provided that it would be reasonably expected from the job filled by the Employee.
- 5.4. The Employer and Employee would have an annual evaluation session, which will be used to reflect on the period that passed and a discussion on strengths, challenges, major concerns and drawing up plans to address any issues or planned activity brought up in the discussion.
- 5.5. The Employer and Employee would aim to have at least a monthly quick 'meeting of the minds' session where either Employer and/or Employee can ask questions, gain clarity, provide feedback and resolve minor issues together.

## **6. Leave Allowances**

### **Annual Leave**

- 6.1. The Employee will be entitled to annual leave of 21 (Twenty-One) consecutive days of paid leave each year, or 1 (one) day leave for every 17 (Seventeen) days worked or 1 (one) hour for every 17 (Seventeen) hours worked.
- 6.2. Leave pay due to the Employee would be paid prior to the Employee going on leave.
- 6.3. Leave pay is the amount that Employee would have been paid in the normal course of employment, and is not an additional pay to normal monthly wages.
- 6.4. Annual leave is to be taken at times that are convenient to the Employer.
- 6.5. The Employer may require the Employee to take leave times at such times that coincides with that of the Employer.
- 6.6. The leave that is due after a year cycle must be taken within 6 (six) months of the annual leave cycle period.
- 6.7. Public holidays are not counted as leave days.
- 6.8. Annual leave will not be given at the same time as sick leave, maternity leave or any other type of leave.
- 6.9. Annual leave will not be utilised for any notice periods if a contract is terminated.
- 6.10. Annual leave will not be exchangeable for any payments in cash or other method.
- 6.11. All leave applications and approvals must be in writing, and records kept of such, note that Employer and Employee may agree that modern methods such as WhatsApp and SMS may be used for such purposes.

### **Sick Leave**

- 6.12. During the first six months of employment, the Employee is entitled to one day's paid sick leave for every 26 days worked.
- 6.13. During every sick leave cycle of 36 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 six weeks. (Example for clarity purposes: If the Employee works 5 days per week, then the Employee is entitled to 30 days paid sick leave over a 3 year period of employment, thus 5 days per week x 6 weeks. If the Employee works 1 day per week, she is entitled to 6 days of paid leave over three years)
- 6.14. The employer is not required to pay an employee if the employee has been absent from work for more than two consecutive days, or on more than two occasions during an eight-week period and, on request by the employer, does not produce a medical certificate stating that the employee was unable to work for the duration of the employee's absence on account of sickness or injury.

### **Maternity Leave**

- 6.15. The Employee is entitled to at least four consecutive months' maternity leave.
- 6.16. Maternity leave may be taken at any time from 4 (four) weeks prior to the expected date of birth, unless both the Employer and Employee agree differently, such different agreements to be captured in a written format.
- 6.17. The Employee should inform the Employer in writing when the Employee wishes to start the maternity leave, as well as the return dates, note that the Employee may not return to work for 6 (six) weeks after the birth of the child.
- 6.18. Should the event of a miscarriage during the third trimester of pregnancy occur or a stillbirth, then the Employee is entitled to 6 (six) weeks leave after the miscarriage or stillbirth, irrespective of leave already active for maternity leave.
- 6.19. 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.
- 6.20. It is illegal to dismiss an Employee because she is pregnant or has given birth.

### **Family Responsibility Leave**

- 6.21. The Employee when employed for longer than four months and for at least four days a week are entitled to take five days' paid family responsibility leave during each leave cycle when the employee's child is born, or when the employee's child is sick or in the event of the death of the employee's spouse or life partner or parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.
- 6.22. Any amounts due under family responsibility leave would be paid as part of the normal pay cycles and payment methods.
- 6.23. The Employer may request reasonable proof of birth, illness or death for which an employee requests leave.
- 6.24. For avoidance of doubt, the relationship structure as referenced above is for direct family and not extended families as may be applicable in different cultures, such leave requests would not form part of family responsibility leave and must be applied for by the Employee, the Employer is

under no obligation to approve such leave, nor to pay for such leave as paid leave, any agreement contrary to this will be agreed between the Employer and the Employee.

**7. Remuneration and Benefits**

**Administration**

- 7.1. The Employee would be provided with a Payslip that will capture all the relevant remuneration lines as well as any deductions that may be applicable.
- 7.2. In reference to the Labour act the Employer will keep a record of all payslips provided to the Employee for a minimum period of 3 (three) years from issue date.
- 7.3. The Employer is mandated by legislation to make Unemployment Fund Deductions from the Employee salary at a rate of 1 (one) percent
- 7.4. The salary structure of the Employment agreement is based on multiple levels, these being the basic cash salary, overtime when applicable, benefits that may be provided as part of the overall package, accommodation that may be applicable, deductions as defined by labour and other relevant acts, deductions that may be applicable in terms of this agreement and as allowed in the labour act.
- 7.5. The Employee basic salary would be calculated on a per hourly basis, and then multiplied by the number of hours worked, lunch and tea breaks seen as paid time and included in the hours worked.
- 7.6. Any workload increases beyond what is captured in this agreement will require an adjustment of the basic salary of the employee, or an increase in the hours worked to allow for such workload increases, provided that the hours increased are within the working day hour labour act as defined and Employee is in agreement with such, all which should be captured in addendum to this agreement and signed by both parties.

Basic Salary of Employee

- 7.7. The minimum salary for domestic workers as defined in the Sectoral Determination 7 and the agreed rate for this Employment agreement is indicated in the table below:

	<b>Agreed Value</b>	<b>Reference Labour Act</b>
Basic Salary per Hour		R25.42 per hour

- 7.8. The additional cash benefits (if applicable) provided by the Employer to the Employee is captured in the table below:

<b>Description</b>	<b>Agreed Value</b>	<b>Comments</b>
Standby Allowance		Labour act stipulates R30 as a minimum
<b>Total</b>		

7.9. The additional benefits (if applicable) over and above the cash benefits as per the tables above provided by the Employer to the Employee is captured in the table below:

Description	Agreed Value	Comments
<b>Total</b>		

- 7.10. The Employer is required by law to contribute to the Unemployment Insurance Fund (UIF) if the Employee works for more than 24 hours (Twenty Four Hours) a month, this fund is aimed to provide short-term relief to any Employee that become unemployed or are unable to work due to illness, maternity leave or adoption leave, it also provides support to the dependents of a contributor that passed away, to this end the Employer will register with UIF as well as register the Employer.
- 7.11. The contribution to the UIF is at 2% (Two percent) of the Employees wages, of which the Employer will contribute 1% (One Percent) and the Employee 1% (One Percent) the Employee contribution of 1% (One Percent) will be deducted from the Employer Wages.
- 7.12. The Employer is by law required to register with the Compensation for Occupational Injuries and Diseases, The Compensation for Occupational Injuries and Diseases Act 130 of 1993
- 7.13. (COIDA) is a law that provides for the payment of compensation to employees who suffer injuries or contract diseases while performing their work duties. In the case of a death as a result of a work related injury or disease, COIDA allows for the compensation to the deceased employee's dependents.
- 7.14. The Employer is required by the Occupational Health and Safety Act 85 of 1993 to provide and keep, as far as is reasonably possible, a working environment that is safe and does not put the employee's health at risk. From 19 November 2020 employers of domestic workers are required to make contributions to the Compensation Fund. The Employee then can claim from the Compensation Fund if they become ill, are injured, disabled or die while performing their work duties. According to a report on the Fund by the National Treasury, COIDA provides a system of "no-fault" compensation, which means that an employee does not need to prove that the injury is the employer's or any other person's fault in order to receive compensation. COIDA also prevents employees from suing their employers for damages. Registering and contributing to the Compensation Fund protects both employer and employee.
- 7.15. The Employer will calculate and pay an amount to the Compensation Fund annually. Each year the Employer will determine the annual payable amount, which is calculated according to the employee's annual earnings. The Employer will file a Return of Earnings (ROE) report once a year

before 31 March of each year to the Commissioner, showing the amount of earnings paid to the employee from 1 March the previous year to 28/29 February the current year. Earnings are defined as all regular payments made before deductions and include overtime of a regular nature and bonuses of any kind. Domestic workers are listed as Class M, subclass 2500 which has an assessment rate of 1.04. The Employer will calculate their yearly payments by using the following formula: annual earnings divided by 100 x 1.04= annual assessment payable

7.16. The employer will make deductions from the Employer salary as per the table below:

Description	Agreed Value	Comments
Unemployment Fund	1% of total salary	This is a labour act requirement
<b>Total</b>		

Note: Unpaid Leave, Medical Insurance, Savings Fund, Provident Fund, Pension Fund, Trade Union Subscriptions, Loans Due, Rent Due and any other allowed in terms of labour acts may be entered here if applicable

7.17. Rent for accommodation may not exceed 10% (Ten Percent) of total salary, if rent is agreed above the 10% (Ten Percent) threshold then a separate agreement will be signed with the Employee that will be governed by the Rental Housing Act.

7.18. Loan deductions if applicable may not exceed 10% (Ten Percent) of the wage due on the pay day concerned, towards the repayment of such loan, as defined in the labour act, it is also important that the Employee familiarise him/herself with the loan policy of the employer as captured in this agreement under General Policies.

7.19. Deductions that are not allowed include Training, Work Equipment and Cleaning Supplies, Clothing or Uniforms, Food provided to the Employee during working hours, Deductions for breakages.

7.20. Deductions for damages or loss caused by the Employee may be made if Employer followed fair procedure and provided the Employee an opportunity to indicate why the deduction should not be

made, such deductions would be agreed in writing and the total deduction if agreed may not be more than 25% (Twenty Five Percent) of the Employee's Net Pay.

- 7.21. Annual salary reviews will take place in April of each year, and if applicable the adjusted salary would be captured and attached to this agreement as an Addendum, the Employer and Employee would be guided in this discussion by the Consumer Price Index as released by Statistics south Africa, noting that should the Employer salary be equal to the minimum wage then any adjustment to such minimum wage will be adjusted to adhere to labour legislation, if the Employer cannot afford such increases then remedial action would be discussed and agreed in writing with the Employee.
- 7.22. If the place of work should change due to the Employer moving to another premises, and such a move has a material change of the workload required, travel distances or other factors that may require a review of this agreement, such agreement would be captured and agreed in writing by Employer and Employee.

**8. Retirement**

- 8.1. There is no formal retirement age, albeit that the commonly accepted norm is between ages of 60 (Sixty) and 65 (Sixty Five) years, and it is therefore required that Employer and Employee agree on the retirement age in this agreement, the table below indicates the agreed retirement age reached between the Employer and the Employee

<b>Retirement Age</b>	
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- 8.2. Unless otherwise agreed there are no specific payments or benefits due from the Employer to the Employee at retirement age, other than any benefits that may be applicable in any sections referring to remuneration or retirement funds, pension funds, provident funds.
- 8.3. The South African Social Security Agency provides retired Employees with a Grant, this grant is not sufficient to meet basic needs, thus it could prove beneficial for the Employee to consider a provident or pension fund, the table below indicates the agreement reached between the Employer and the Employee on such a benefit and deductions split if any

Is Provident/Pension Fund Applicable?	
What is the Monthly cost of this Fund?	
What is the percentage portion covered by the employer?	
What is the percentage portion covered by the Employee?	
Is the Employee in agreement to the contribution above?	

**9. Medical Contribution and Benefits**

9.1. Medical costs are high in general if considering private and higher quality care, it is therefore important for the Employer and Employee to discuss and agree if any Medical aid costs would be contributed, and what portions would be covered by the Employer and Employee respectively, the table below indicates the agreement reached on Medical Aid, if applicable:

Is a Medical/Hospital Plan Applicable?	
What is the Monthly cost of this Fund?	
What is the percentage portion covered by the employer?	
What is the percentage portion covered by the Employee?	
Is the Employee in agreement to the contribution above?	

**10. Live-In Employees (If Applicable)**

- 10.1. Employers may not Search the accommodation and property of a domestic worker under any circumstances. This is in violation of the domestic worker’s constitutional right to privacy.
- 10.2. Employers may not attempt to control the movement of the domestic worker. Live-in workers are entitled to freely go where they choose and associate with whom they choose outside of working hours.
- 10.3. Employers may not prohibit the domestic worker from having visitors as this may infringe on their right to family life, and their children’s constitutional right to family care or parental care, or to appropriate alternative care when removed from the family environment.
- 10.4. Should there be concern from Employer on security issues related to live-in dynamics that may have been unforeseen or unexpected, or the Employers right to privacy or other rights that may exists, then the employer and Employee would consult and agree on the best method to resolve the matter, failure to reach agreement would be resolved through applying labour legislation practices for termination of live-in arrangements and/or the Rental Housing Act, whichever may be applicable in this regard.
- 10.5. The Employee’s accommodation is provided as a benefit, and therefore the accommodation agreement ends if employment with the Employer ends, and in accordance with the notice periods that would be applicable and as contained in this agreement.

## **11. Disciplinary Procedures**

- 11.1. There is a reasonable expectation that the Employee would perform the required tasks and duties in accordance with reasonable standards that would be expected from maintaining a neat and clean household as the core duty, as well as within the reasonable framework such as starting and ending hours as agreed, and any such failure to maintain this standard would constitute poor work performance, where the Employer would apply reasonable counselling and guidance to attempt to rectify such poor performance.
- 11.2. Misconduct by the Employee is defined as breaking of rules and standards as defined and agreed by the Employee, which would be dealt with through a disciplinary procedure.

## **12. Termination**

- 12.1. If the Employee resigns then it would be expected for the Employee to provide the Employer at least 1 (One) weeks notice if the Employee has been employed for a period of 6 (Six) months or less.
- 12.2. If the Employee resigns then it would be expected for the Employee to provide the Employer at least 4 (Four) weeks notice if the Employee has been employed for a period of more than 6 (Six) months.
- 12.3. For reference and clarification purposes; There are different types of dismissal: an employer could dismiss his or her employee for 1) operational reasons (this is called a retrenchment); 2) poor performance; 3) the reason that the employee has been rendered incapable of continuing his or her work (this is called incapacity or disablement) and; 4) misconduct. In all instances dismissal needs to be substantively and procedurally fair.  
Retrenchment
- 12.4. Should the Employer relocate, not be able to afford to pay the Employee any longer or no longer requiring the services of the Employee, then fair retrenchment process may be implemented by the Employer, this process would see employer consult with the Employee as soon as possible in this regard, the aim being to reach consensus on trying to avoid the dismissal by looking at alternatives, timing of the dismissal, ways to lessen the the effects of the dismissal and severance pay.
- 12.5. Should the Employer not be able to avoid the retrenchment then the employer would be provided with a document stating the reason for retrenchment, the reasons for rejecting the alternatives discussed, the timing of retrenchment, severance pay proposed, assistance that Employer will offer, possibility of future re-employment.
- 12.6. Severance pay would be guided by the labour acts; this currently stating a requirement for 1 (one) week's full pay for each completed year of continuous service with the Employer, using the most recent wage rate.
- 12.7. The Employer reserves the right to consult with a CCMA commissioner or labour consultant should Employee refuse any reasonable offer of alternative employment structures offered, and that may result in Employee forfeiting any severance pay as a result.
- 12.8. The Employer and Employee may select a Notice pay structure, which instead of working the notice period the Employer will give the Employee 1 (One) weeks pay if the Employee has been



employed for 6 (Six) months or less, and at least 4 (Four) weeks pay if Employee has been employed by the employer for 6 (Six) months or more.

- 12.9. The Employer will pay the Employee all outstanding pay, this includes pay due for any time off not yet taken for overtime exchanged for time off, leave not taken and other amounts that may be due to the Employee.
- 12.10. If you retrench an employee due to a change in your financial or family situation, and you cannot find them alternative employment, you have to pay severance pay. You will have to pay one week's pay for every 12 months of continuous service in addition to the months' notice. If the employee only worked part time, then you will have to pay for the number of days worked in a week, for every 12 months of continuous service.

### **Poor Performance**

- 12.11. Poor performance process would see that the Employer would engage with the Employee on the Employee's work performance not meeting the required standard as defined in this agreement, discuss the possible causes of the poor performance and how these could be rectified, consult about the ways in which the poor performance can be improved, set achievable timelines for improvement, create regular feedback loops, Employer would keep record of these processes and steps followed.
- 12.12. Failure to improve the poor performance within the achievable timelines as referenced above see the employer inform the Employee that the expected standard has still not been met, and will provide the Employee to respond and provide an argument to prove there has been improvement if Employee wishes.
- 12.13. The Employer if continued poor performance is being delivered by the Employee hold a poor performance inquiry to determine; whether Employee failed to meet the required standard, whether the Employee could reasonably be expected to have been aware of the required work standard, whether the employee was given a fair opportunity to meet the required performance standard, alternatives short of dismissal.
- 12.14. The Employer would explore alternatives in the spirit of corrective and progressive approaches to poor performance, this will include changing aspects of the work, offering the Employee another position or appointing a mentor or trainer for the employee, taking into consideration options that suit the context of the Household environment.
- 12.15. Failure to reach any progress after the above, the Employer would either seek CCMA assistance or terminate the services of the Employee.

### **Dismissal due to Incapacity**

- 12.16. The Employer and Employee may be faced with a situation whereby the Employee may be unable to perform the duties as contained in this agreement due to ill-health or injury, that could result in the Employee being absent from work for a prolonged period, resulting in the Employer experiencing negative financial and or operational burdens, and therefore may in such circumstances consider the termination of the Employee due to incapacity.
- 12.17. The Employer is not expected to tolerate an Employee's prolonged absence from work for incapacity due to ill health, and the Employer would investigate all factors, and if it is found that it is fair to terminate employee as a result of incapacitation, then the Employer may elect to

terminate the Employee accordingly, after having an enquiry into all of the relevant options and taking into consideration the various acts which deal with incapacity in the workplace, namely the Labour Relations Act (LRA), the Employment Equity Act (EEA), the Compensation for Occupational Injuries and Diseases Act (COIDA), The Occupational Health and Safety Act (OHS) and the Basic Conditions of Employment Act (BCEA).

- 12.18. The Employer will in such an occurrence determine as best as possible the extent of the incapacity or injury, and the Employee would have the responsibility to provide the Employer with a detailed medical report to allow the Employer to determine the extent of the incapacitation, whether it may be of limited and bearable duration by the Employer, whether it may be a temporary or permanent incapacitation, whether the Employer could conduct his/her normal duties, whether the Employer could accommodate the Employee through any adjustments that would be considered reasonable, and to enter into consultation with the Employee on the incapacitation and the alternatives.
- 12.19. The Employer reserves the right to obtain an independent medical practitioner view on any medical presentations and/or documents presented to the Employer.
- 12.20. Whether an employee is willing and able to work and when Employee may be in a position to do so will be material considerations when considering an Employee's incapacity, whether Employee has been absent from work for unreasonably long periods and whether alternatives to dismissal exist.
- 12.21. The Employer would after reviewing all the factors determine if Employee can be accommodated, if not, incapacity enquiry would be held with minutes of this enquiry taken, and the Employer would through the assistance of an independent chairperson determine decision on incapacitation.
- 12.22. The Employer by default is not required to hold an employee's position open indefinitely, when the employee fail to provide any clear basis as to the reasons for and anticipated extent of the employee's continued absence.
- 12.23. The Employer may implement, as part of its general policies, the mandatory requirement to vaccinate against COVID 19, should the Employee refuse to be vaccinated in terms of the Employer policy, then the Employer will activate a permanent incapacitation, as is within the right of the Employer to do, for sake of clarity on this matter the Employee Policy on Covid Vaccination is recorded as follows:

Employer COVID Vaccination Requirement:	
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**Gross Misconduct**

- 12.24. Dismissal due to Gross misconduct will be immediately, such dismissals include: The false representation or answers on the application form completed for this position, as attached hereto in THE APPLICATION; Theft, Endangering of Lives of the Employer, the household members, visitors to Employer premises and/or the life of the Employee him/herself; Wilful damage to the property of the Employer; Wilful endangerment of the safety of others; Physical assault of any person at the Employers premises, including the Employer him/herself; Gross insubordination;

Gross Insolence; Unauthorised and undisclosed use of employer's equipment; False claims of illness as reason for absence from work; Telling lies to cover up work errors or for other reasons; Reporting for duty whilst under the influence of alcohol/drugs; any acts that destroys the working relationship; any act that destructs the trust relationship between Employer and Employee; any act that renders a continued relationship between the Employer and Employee intolerable that such intolerability results in impossibility to fulfil an Employer and employee relationship that would be considered reasonable.

### **13. General Policies**

- 13.1. The employee's duty of trustworthiness means that the employer has the right to expect the employee to behave honestly at all times without having to be monitored.
- 13.2. In reference to the constitution of South Africa an employer may not compel an employee to consent to a polygraph test if ever the need arises for such, and such consent must be in writing. As the relationship between employer and employee is based on trust the employee hereby consents to a Polygraph test should the need arise during the employer, employee relationship, such needs will include amongst other trust related issues the following:
  - 13.2.1. Employees having access to the Employer's property which is the subject of some or other investigation;
  - 13.2.2. There is a reasonable suspicion that an Employee was involved in an incident of misconduct.
  - 13.2.3. The Employer has suffered economic loss or injury to the Employer's business or property, such as theft of company property and the Employer suspects the Employee of being involved.
  - 13.2.4. The Employer is investigating alcohol, illegal contraband or narcotics abuse and / or fraudulent behaviour within the Employer's business and suspects the Employee of either partaking or having knowledge thereof.
  - 13.2.5. Any other incidents allowed by legislation and Labour and justifies such Polygraph measures.
- 13.3. As an employer there is an obligation to create and maintain a safe and healthy working environment, this includes ensuring that employees are not under the influence of intoxicants whilst on duty, and the employee agrees that there will be no tolerance for being under the influence of any ability capacitating substances, this includes alcohol, cannabis, and any other substance that may impact the sober habits required to perform the duties as required by the employee.
- 13.4. If employee is or appears to be under the influence of intoxicating liquor or drugs, the employer may refuse the employee access to the work premises as contained in the Occupational Health and Safety Act, furthermore the employee understands and agrees that the employee will not be under the influence, have in his/her possession or partake of or to offer any other person intoxicating liquor or drugs.
- 13.5. The employee understand that the employer position is that of zero tolerance, which means that means that employees may not have any alcohol level in his/her system as would be detected by either a breathalyser test and/or a blood test, thus 0.00g per 100ml of blood or 0.00mg in 1,000ml of breath, any readings other than zero would be considered a breaking of the employer policy.

- 13.6. Should employee believe that he/she may have traces of alcohol or other substances in his/her system, the employee should indicate this to the employer, after which the employee would be sent home and a record of absenteeism would be entered into the employee attendance records, such absenteeism would be unpaid.
- 13.7. The employee understands that although the employment is related to a normal household, that households accounts for a large proportion of occupational injuries, and intoxication may lead to an increased chance of personal injury, accidents, or damage to property of the employer
- 13.8. The relationship of Employer and Employee is based on a high level of trust, especially in a private household, it is therefore expected from the Employee to always act honestly and sincerely with it's Employer
- 13.9. It is understood by the Employee that access to premises is provided to perform his/her duties, and the Employer reserves the right to refuse the Employee access to premises under circumstances that is considered by the Employer to justify refusal to access by the Employee to the household and place of work.
- 13.10. It is understood by the Employee that the Employer reserves the right to place and/or use camera monitoring in and around the Employer's household, and the Employee agrees and acknowledges that such monitoring may be utilised by the Employer, excluding private bathrooms and toilet facilities used by the Employee.
- 13.11. It is understood by the Employee that the employer may utilise other monitoring devices, such as baby monitors in the household, and similar to the above clause the Employee agrees and acknowledges that such monitoring may be utilised by the Employer, excluding private bathrooms and facilities used by the Employee.
- Confidentiality
- 13.12. The Employer and Employee relationship is one of mutual trust and respect, equally so the Employee would have access to the private space/s and life of the Employer, it is expected from the Employee that any information pertaining to the Employer, the Household and the Lives of the Employer and Household members will be treated with utmost confidentiality and diligence by the Employee.
- 13.13. Harassment of any nature is not tolerated in the work environment from either Employer and/or Employee, examples include Bullying, Insulting someone, insults based on race, gender or disabilities, ridiculing or degrading someone, setting someone up for failure, victimisation, unfair treatments based on race, gender, sexual orientation, pregnancy, age, disability, religion, HIV status, overbearing supervision, misuse of power, unwelcome sexual advances, threats or comments about job security without foundation.
- 13.14. The households, cultures and backgrounds of the Employer and Employee may and would have different cultural beliefs and practices, and both the Employer and Employee respects that there may be times that these are misunderstood or miscommunicated, such events will be dealt with in honesty and in mature manner, the Employer wishes to maintain his/her cultures and private space as would be expected from being the Employers own home.
- 13.15. The Employer has a policy of no loans allowed as the Employer is a household and managing of loans becomes an administrative task that the Employer could possibly not manage effectively,

should the employer reconsider such a position then at no time may any outstanding or provided loans be more than 10% (Ten Percent) of the Employee monthly salary and no loans may be provided to any Employee with less than 1 (One) year of service.

13.16. The Employer has a policy of swift, fair and graduated disciplinary measures for any misconduct by the Employee, this to guard against the human bias of accumulating frustrations that leads to eventual clashes between Employer and Employee, which then cumulates into damaging relationships as a result of confusion and misunderstandings between Employer and Employee

13.17. Timekeeping is considered an important part of managing the household and meeting the expectations required by the Employer, the Employee therefore acknowledges that being on time as agreed in this agreement is an important part and requirement of the position, and each late coming will receive a written warning, three such warnings would result in formal disciplinary hearing.

#### **14. Changes to this Agreement**

14.1. No changes to this agreement may or will be made without agreement between the Employer and the Employee, such changes will be agreed, captured in writing and added to this agreement as an addendum, signed by both Employer and Employee.

14.2. The Employer may not unilaterally implement any changes to this agreement, this includes amongst others, the type of work as contained in this agreement, place of work, working hours, wages and leave entitlement.

14.3. If any of the clauses in this agreement is less favourable than the labour act then the labour act would supersede any such clause/s.

14.4. As part of an operational Household the Employer may change the meal break times, laundry day times, temporary changes to the allocated days that Employee should come to work, provided that such change of days is agreed by the Employee.

#### **15. The Acts**

15.1. It is based on the legislation which regulates the domestic work sector, namely the Constitution; the Basic Conditions of Employment Act and Sectoral Determination 7; the Labour Relations Act; the Unemployment Insurance Act; the Employment Equity Act; the Occupational Health and Safety Act; the Compensation for Occupational Injuries and Diseases Act; and the National Minimum Wage Act.

**EMPLOYER SIGNATURES**

Signed for the Employer By: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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

Witness Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**EMPLOYEE SIGNATURES**

Signed for the Employee By: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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

Witness Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**ANNEX A**

## Duties and Responsibilities

Applicant/Employee Name: \_\_\_\_\_

Employee Job Title: \_\_\_\_\_

Employee Workplace Address: \_\_\_\_\_

**Days and Hours Required:**

Day	Yes/No	Start Time	End Time
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			
Sunday			

**Languages and Proficiency Required (Note: Reasonable Requirement to be used here as applicable to position), Ratings - Proficient Yes/No**

Language	Talking	Reading	Writing
Sepedia (Sesotho sa Leboa)			
Sesotho			
siSwati			
Thsivenda			
Xitsonga			
Afrikaans			
English			
isiNdebele			
isiXhosa			
isiZulu			
Setswana			
Other			

**Sign Language Requirement:** \_\_\_\_\_

**Information on the Household Size**

Description	Count	Comment
Number of Bedrooms		
Number of Bathrooms		
Number of Kitchens		
Number of Other Rooms		

**Information on Household Structure and Infrastructure**

Description	Comment/Configuration
Main Floor type	
Window Coverings	
Stove Type	
Bedding Type	
Clothes Washing Method	
Clothes Drying Method	
Ironing Type	
Dishwashing Type	
Pots and Pan Washing type	

**Notes on Using of Equipment and Infrastructure**



### Requirements and Frequency

Requirement	Frequency	Comment
Cooking		
Bedding Washing		
Curtain/Blinds Washing		
Window Washing		
Floor Washing		
Clothes Washing		
Clothes Ironing		

### Additional Information on Job Requirements and Duties

### Household Family Structure

Description	Comments
Family Size	
Number of Children	
Other Family Members	

If Child Care would be part of the duties, then add notes here of the requirements and duties as they may be applicable to such care and requirements

## Remuneration Discussions

Description/Benefit	Comments and Notes
<b>What would be the basic cash value per hour for this position?</b>	
<b>How frequently would payments be made for salary?</b>	
<b>How would this payment be paid to the Employee (EG Bank, Cash)</b>	
<b>Will there be additional transport fees, if yes then please specify the exact amounts and frequency and method of payment</b>	
<b>Will there be meals provided, if yes then please specify the meals that would be provided</b>	
<b>What other benefits are being offered for this position, list each of these as well as the value and how this would be applied or provided</b>	

## Additional Notes on Benefits

## Additional Info of Relevance as it pertains to Job Requirements as well as Expectations

**Attachments**

Employer ID Document

Employee ID Document