

EXPLANATORY NOTE

Purpose of contract

This easy-to-use contract is designed to help employers of domestic workers. It concentrates on that which is essential and avoids unnecessary legal technicalities.

Definition of “domestic worker”

“*Domestic worker*” means any person that does chores in the house, as well as a gardener, household driver and somebody who takes care of children, the aged, the sick, the frail or the disabled. It does, however, not include a farm worker who performs domestic work in a home on a farm.

Parts of this contract

The contract contains all the provisions that must be included according to the new Basic Conditions of Employment Act, Act 75 of 1997, as well as the Sectoral Determination pertaining to domestic workers. There are three parts to this contract. **Part A** must be completed with all the particulars of employment. **Part B** must only be completed if the domestic worker is given accommodation. **Part C** deals with other, general provisions.

Scope of the contract

The contract does not cover everything that you need to know about employment law. The contract only covers that which was considered to be generally applicable. As such, only essential information has been included in the contract and some technical details have been omitted. If you feel that the framework of the contract does not meet your particular requirements, it would be best to seek professional advice.

Minimum wage

There is a minimum wage that applies in respect of domestic workers. In this regard one needs to consult the Sectoral Determination to ascertain what applies to you.

Pension, Provident and Funeral Benefits

There is no obligation upon an employer to make provision for Pension, Provident or Funeral Benefits in respect of a domestic worker. There are, however, organizations that provide such cover. For further details, call 021-852-3499.

Important points to bear in mind

The following should be borne in mind:

- (a) Every time a domestic worker is paid certain information must be given to the domestic worker. Furthermore, a record of certain information must be kept for at least 3 years. A Time and Wages Record form is included to serve both these purposes. Give the domestic worker one copy and keep the other for record purposes.
- (b) It is now a requirement that the employer and domestic worker each has to make a contribution of 1% of the domestic worker's earnings to the Unemployment Insurance Fund (UIF). More information can be obtained from your local office of the Department of Labour.
The call center number is 012-337-1680 or see www.uif.gov.za.
- (c) If an employer contemplates dismissing a domestic worker, certain guidelines as set out in the Labour Relations Act, must be followed. If you are unsure about these, you should seek professional advice.
- (d) Should your domestic worker's services be terminated for whatever reason, he/she would be entitled to leave pay. For the calculation of this amount, it would be advisable to contact your local office of the Department of Labour.
- (e) If your domestic worker's employment is terminated, he/she may ask for a certificate of service.
- (f) Keep the Employment Contract for at least 3 years after the termination of employment.
- (g) A copy of the relevant Sectoral Determination that pertains to domestic workers must be kept at your premises in a place to which the domestic worker has access.

Note: Although the utmost care has been taken to cover all the most important aspects of the applicable law, the authors cannot be held liable for any act or omission on the part of the user of this contract in respect of any matter which is included or not included the contract and these notes.