

# Tool #5B: SAMPLE EMPLOYMENT CONTRACTS

## Employment Contract for Day's Workers

### **Employer**

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

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### **Employee**

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

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The employer and the employee named above shall also be referred to as the parties to this contract.

### **1. Effective Date of Contract**

This contract will take effect as of \_\_\_\_\_

### **2. Place of work**

The employee's place of work will be

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### **3. Job Title**

The employee is employed as a \_\_\_\_\_ in accordance with the designations set out in Appendix 1 of this contract.

### **4. Job description**

The duties relating to this job is as set out in Appendix 1 of this contract or as amended, agreed and signed by both parties to this contract.

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## **5. Termination of Contract**

- (i) Termination of this contract shall be in writing. Notice for termination of this contract shall be in keeping with the Employment (Termination and Redundancy Payments) Act.
- (ii) In the event of termination of employment at the initiative of the employer, for reasons other than serious misconduct, the employer agrees to give the employee time off during the period of notice to enable the employee to seek new employment.

## **6. Salary and Wages**

- (i) Salary and wages shall be agreed and shall not be lower than the amount specified by the Minimum Wage Act. This will be paid in cash on a daily, weekly or fortnightly basis as agreed by the Employer and Employee parties to this contract.
- (ii) The weekly wage shall be JA\$ \_\_\_\_\_
- (iii) At the time of payment of salary and wages, an easily understandable written account of the total due to the employee, as well as the specific amounts and purpose of any deductions made, shall be given to the employee.
- (iv) Salary and wages shall be reviewed on completion of each year's service in order to make the necessary inflationary adjustment.

## **7. Statutory Deductions**

- (i) The employee agrees to ensure that they make the appropriate contribution to the National Insurance Scheme (NIS) in compliance with the law.

## **8. Hours of Work**

- (i) Normal working hours will be \_\_\_\_\_.
- (ii) The normal work day/ week will consist of \_\_\_\_\_ as agreed between the employer and employee.
- (iii) Work in excess of eight hours per day shall be paid for at time and one half the normal daily rate.
- (iv) Any time worked over these hours will be considered overtime. Overtime will only be worked when agreed upon between the parties to this contract.

## **9. Meal Intervals**

Both parties agree that a meal break of a minimum of 30 minutes shall be given within each eight-hour period of normal working hours.

### **10. Work on Public Holidays**

- (i) Work on a public holiday is entirely voluntary. Parties to this contract from time to time may agree to work on a public holiday. If required to work on a public holiday, the employee shall be paid at twice the normal daily rate.
- (ii) Vacation leave shall be granted after every 12 months of continuous service in keeping with the Holiday with Pay Order. Minimum vacation leave entitlement shall be two weeks.
- (iii) If a public holiday falls during the vacation period such holiday shall not be counted as part of the vacation leave.

### **11. Sick leave**

Paid sick leave entitlement shall be 10 working days per annum. In keeping with the Holiday with Pay Order, sick leave will become due after working 110 days.

### **12. Maternity leave**

- (i) Maternity leave entitlement shall be 12 weeks, 8 weeks with full pay.
- (ii) The parties to this Agreement agree that the terms and conditions of the Maternity Leave Act shall apply.

### **13. Occupational Safety and Health**

- (i) The employer agrees to ensure that the workplace is a safe and healthy environment which protects the physical and psychological well-being of the employee.
- (iii) In respecting the employee's safety, the employer agrees to ensure that all appropriate equipment is provided to the employee to carry out duties safely.
- (iii) The employee agrees to respect the safety guidelines by exercising due care in the use of the appropriate tools, equipment provided.
- (iv) The employee also agrees to be vigilant and notify the employer when any risk to safety and health presents itself in the household.
- (v) In the event of an accident, the employer shall ensure that the employee is provided with medical attention with as little delay as possible.

### **14. Meals and Conveniences**

- (i) The employer shall also provide each working day, one (1) meal of good quality and sufficient quantity in keeping with the prevailing conditions within the household.
- (ii) The employee shall be provided with access to sanitary facilities.

**15. Disciplinary Process**

No disciplinary action shall be taken unless due process is followed in keeping with the Labour Relations Code (1976).

**16. Terms and Conditions**

The parties agree that the terms and conditions of this contract shall remain in force until amended by the parties of this contract.

SIGNED AT \_\_\_\_\_ ON THIS \_\_\_\_ DAY OF \_\_\_\_\_ OF 2\_\_\_\_\_

**THE EMPLOYER**

\_\_\_\_\_

**THE EMPLOYEE**

\_\_\_\_\_

**WITNESSES**

\_\_\_\_\_

\_\_\_\_\_

**Appendix 1: Job Description**

To be drafted by the Employer based on the specific Terms of Reference of the Job.