

Tool #5A: SAMPLE EMPLOYMENT CONTRACTS

Employment Contract for Live-In Household 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.

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 and accommodation.

6. Redundancy Payment

In case of Redundancy, the compensation shall be in keeping with the Employment (Termination and Redundancy Payments) Act.

7. 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 weekly, fortnightly or monthly 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.

8. Statutory Deductions

- (i) The employer agrees to ensure that the appropriate contributions of the National Insurance Scheme (NIS) are in compliance with the law.

9. Hours of Work

- (i) Normal working hours will be 8 hours per day and 40 hours per week.
- (ii) The normal work week will consist of any five (5) or seven (7) days 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.

10. 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.

11. Periods of Weekly Rest and Day-Offs

- (i) The employee shall be entitled to a minimum of one day-off (i.e. 24 consecutive hours) as weekly rest. If required to work on the first day-off, this work shall be paid at time and one half the normal daily rate.
- (ii) If required to work on the second day-off, the work shall be paid at double the normal daily rate.
- (iii) If a public holiday falls on a day-off, an additional day shall be granted.

12. 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.

13. Vacation Leave

- (i) 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.
- (ii) If a public holiday falls during the vacation period such holiday shall not be counted as part of the vacation leave.

14. 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.

15. 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.

16. 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.
- (ii) 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.

17. Accommodation and Meals

- (i) As a condition of the requirement to live-in accommodation provided by the employer, the employee shall be provided with:
 - a. *a separate private room that is suitably furnished, adequately ventilated and with adequate lighting. The room is to be equipped with a lock and the key.*
 - b. *access to sanitary facilities which can either be private or shared.*
- (ii) The employer shall also provide each day meals of good quality and sufficient quantity in keeping with the prevailing conditions within the household.

18. Disciplinary Process

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

19. 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.