



REPUBLIC OF NAMIBIA

**MINISTRY OF LABOUR,
INDUSTRIAL RELATIONS
AND EMPLOYMENT CREATION**

**STANDARD CONTRACT
OF EMPLOYMENT FOR
DOMESTIC WORKERS**

LABOUR ACT, 2007 (Act No. 11 of 2007)

INSTRUCTIONS

1. The contract must set out the terms and conditions of employment of the domestic worker, as agreed by the employer and the domestic worker.
2. “Domestic worker” means an employee performing work in or for a household, including a child-minder, cook, driver, gardener, housekeeper and a worker placed by a private employment agency to perform services in or for a household.
3. The contract is subject to the Wage Order for Domestic Workers (Government Notice No. of 2017) and the Labour Act, 2007 (Act No. 11 of 2007), which set out the applicable *minimum* terms and conditions of employment, and the Social Security Act, 1994 (Act No. 34 of 1994).
4. The parties to the contract are encouraged to negotiate terms more favourable than the minimum terms and conditions of employment, but they may not agree to terms and conditions that are less favourable.
5. Prior to signing the contract, the employer must explain, or cause to be explained, the provisions of the contract in a language that the domestic worker understands.
6. The employer must retain copies of this contract for a period of the most recent 5 years of the domestic worker as contemplated in section 130 of the Act.
7. A guidance note containing the statutory minimum terms and conditions of employment and other relevant information is attached hereto as Appendix 2. A star (*) in the contract refers to the guidance note.

DOMESTIC WORKER’S JOB DESCRIPTION

Indicate functions required by a ✓ in the appropriate block

- Child minding / baby sitting Laundry – machine wash
- Minding old/sick employer or relative Laundry – hand wash
- General tidying of house Hanging out of laundry
- Making of beds Washing of curtains
- Vacuuming of carpets Ironing
- Vacuuming of upholstery Small mending job, e.g. replacing buttons, hems, etc
- Dusting Defrosting and cleaning fridge & freezer
- Wiping down of all appliances e.g. T.V etc Cleaning of windows and glass doors inside and out
- Cleaning of walls, light switches, doors etc Cleaning of all used equipment e.g. vacuum cleaner
- Cleaning of ornaments Packing away of groceries
- Cleaning of toilets, basins, baths, showers, taps etc. Removal of refuse for collection
- Mopping of tiled/vinyl floors Sweeping of outside patios, steps, etc
- Cleaning of inside of cupboards Wiping down of outside lights
- Cleaning of stove and oven Cleaning of outside room’s and cloakroom
- Preparation/cooking of breakfast General driving duties and errands
- Preparation/cooking of lunch Wash cars
- Preparation/cooking of supper Maintain garden in clean and tidy condition
- Setting of table Caring for pool
- Cleaning away after breakfast/lunch/supper Mow lawns
- Polishing of floors and verandas Weeding
- Cleaning brass and silver Trimming and pruning
- Washing of Walls Washing and grooming of dogs
- Other (specify)..... Painting of walls
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1. PARTIES TO THE CONTRACT

Name of employer: _____

Address: _____

Telephone: _____ Cellphone: _____

Identity Number: _____

Social Security Employer Number: _____

Name of employee: _____

Address _____

Identity Number: _____

Telephone: _____ Cellphone: _____

2. PLACE (S) OF WORK

(a) Address: _____

(b) (Tick one) Live in Live-out

(c) Period of employment from...../...../.....to/...../.....

3. JOB DESCRIPTION

(a) Job title _____

(b) (Tick one) Full-time Part-time

(c) The duties of the domestic worker are listed on the attached Appendix 1.

4. ORDINARY WORKING DAYS AND HOURS AND MEAL INTERVALS *

(Tick the applicable day and insert appropriate hours. For example 08:00 am).

The employee's ordinary working days and hours and meal intervals are:

Day	Starting time	Meal Intervals	Ending time
Monday	__:__ m	__:__ m to __: __ m	__:__ m
Tuesday	__:__ m	__:__ m to __: __ m	__:__ m
Wednesday	__:__ m	__:__ m to __: __ m	__:__ m
Thursday	__:__ m	__:__ m to __: __ m	__:__ m
Friday	__:__ m	__:__ m to __: __ m	__:__ m
Saturday	__:__ m	__:__ m to __: __ m	__:__ m
Sunday	__:__ m	__:__ m to __: __ m	__:__ m

5. MONETARY REMUNERATION AND BASIC WAGES*

(a) Monetary remuneration” consists of all monetary payments that the employer is obliged to pay to, and on behalf of the employee, including the basic wage, transport allowance and any other allowances or monetary benefits that the parties agree to

(b) Basic wage: N\$_____ per month/ per week/per day/per hour (circle the applicable interval).

17. FREEDOM OF ASSOCIATION*

The employee has a right to belong to a trade union of his or her choice.

18. CODE OF CONDUCT

The parties must abide by any code of conduct for domestic work established pursuant to the Labour Act, 2007.

19. CHANGES TO THE CONTRACT

Any change to this contract must be agreed to by both parties in writing.

20. UNDERSTANDING THE CONTENTS OF THE CONTRACT

By signing this contract, each party affirms that she or he understands its contents.

21. COMMENCEMENT DATE OF CONTRACT

This contract shall commence on dated: the _____ day of _____ 20_____

(In case of relief domestic worker, period of employment from.../.../.....to/...../.....)

Place: _____

EMPLOYEE

EMPLOYER

WITNESS

WITNESS

15. OTHER ALLOWANCES AND BENEFITS * *(Any additional monetary benefits should be specified, with relevant details)*

- a. Medical aid _____
- b. Pension _____
- c. Housing allowance _____
- d. Paid study leave _____
- e. Other _____

16. HEALTH AND SAFETY OBLIGATIONS *

- (a) The employer must provide upon hire:
 - i. A uniform and appropriate and effective personal protective equipment, and must replace them at reasonable intervals; and
 - ii. Appropriate health and safety induction training.
- (b) The employee must -
 - i. take reasonable care to ensure his or her own health and safety and the health and safety of any other person under his or her care; and
 - ii. Cooperate with the employer to maintain safe working environment.

- (c) Pay period *(tick appropriate box)* daily weekly bi-weekly
- (d) Time of payment of full monetary remuneration: Not later than one
- (e) Method of payment *(tick appropriate box)*: cash cheque bank

Banking details *(in case of bank transfer only)*

Banking institution: _____ Account holder: _____

Account number: _____ Branch: _____ Savings Cheque

6. OVERTIME *

- (a) “Overtime” means all hours worked from time to time in addition to the ordinary working days and hours set out in paragraph 4 above.
- (b) The employer may not assign overtime work unless the employee agrees.
- (c) Rate of normal overtime pay: 1.5 times the hourly basic wage for each hour of overtime worked.
- (d) Rate of overtime pay on a Sunday or public holiday: two times the hourly basic wage for each hour worked on a Sunday or public holiday that is not part of the employees’ normal schedule.

7. ORDINARY WORK ON SUNDAY OR PUBLIC HOLIDAY*

If the employee is scheduled to work on a Sunday or a public holiday as an ordinary day of work, she or he must be paid full remuneration for the day plus the hourly basic wage for each hour worked.

8. TRANSPORT ALLOWANCE * (for live-out employees)

- (a) The employees is entitled to a daily transport allowance of N\$ _____ for each day worked unless the employer provides transport.
- (b) If the public transport rate is increased, the transport allowance will be adjusted accordingly

9. SOCIAL SECURITY*

- (a) The employer must register the employee with the Maternity, Sick and Death Benefit Fund or any other mandatory fund established under the Social Security Act, 1994 (Act No. 34 of 1994) and the Employee Compensation Fund established under the Employee Compensation Act, 1941 (Act No. 30 of 1941).
- (b) The employer and, where applicable, the employee, must make payments to the Social Security Commission in respect of the above mentioned funds, as required by law.

10. SICK LEAVE*

The employee is entitled to 1 sick leave day for every 26 days worked.

11. COMPASSIONATE LEAVE *

Compassionate leave entitlement: a total of _____ days for compassionate leave with full pay in each year if there is death or serious illness of a member of the employee's family.

12. VACATION LEAVE *

- (a) The pro-rata principle will apply depending on the period of employment. E.g. an employee employed to work 5 days per week over a 3 month period is entitled to 1.6 leave days per month or 4.9 days at the end of the employment period if no leave was taken in-between.
- (b) Occasional vacation leave: the parties may agree to vacation leave from time to time, which must be deducted from the total leave entitlement.
- (c) When consecutive leave may be taken: the employer must decide when leave must be taken.

- (d) If a domestic worker accompanies his or her employer on vacation for the purposes of rendering services to the household, this time shall be treated as working time.

13. PROVISION OF FOOD *

An employer must, without charge, provide suitable food in reasonable quantity to meet the dietary needs of the employee if the employee is a live-in worker or if the employee is a live-out worker who is entitled to a meal interval contemplated in section 18 of the Act.

14. ACCOMMODATION * (for live-in employee)

- a. The employer must provide accommodation with the following minimum conditions, without charge: A lockable room, with -

- i. room key;
- ii. adequate ventilation;
- iii. electricity, if available to the household;
- iv. a bed and mattress; and
- v. Heat if such is the prevailing condition in the household.

- b. Access to clean drinking water, toilet and bathing facilities.

- (2) The employee is entitled to receive visitors upon reasonable notice and at reasonable intervals or hours, in consultation with the employer.

- (3) In the event that the employer intends to hire a relief domestic worker during the absence of a domestic worker for a period in excess of one month, on annual leave or for any other reason-

- a. the domestic worker must vacate the living quarters contemplated in subparagraph (1); and
- b. the employer must, on request by the domestic worker, provide storage space for the belongings of the domestic worker.