**CONTRACT OF EMPLOYMENT AS DOMESTIC WORKER**

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

Employee name \_\_\_\_\_\_\_\_\_\_\_

ID No of employee \_\_\_\_\_\_\_\_

Nairobi

**PRINCIPAL STATEMENT OF TERMS AND CONDITIONS**

I am pleased to confirm your appointment with YOUR COMPANY NAME Limited. This document outlines the Terms and Conditions which apply to your contract and other information which is relevant to your employment.

1. The commencement date of your employment is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
2. Your engagement with the company will be as a domestic worker.
3. Your working hours will be 45 per week. Working days are Monday to Friday and Saturday half day. Remuneration is fixed and there will not be any **Overtime payments**. Given the nature of your job any extra time worked has to be agreed with manager and working time taken off in lieu.
4. You will be paid at the rate of Kshs \_\_\_\_\_\_\_\_\_\_ per month. This will be reviewed as and when appropriate. The rate will not separate basic rate from housing allowance. The rate will be an inclusive rate. No other monetary benefit is implied other than the rate stated here.
5. The employer will deduct all taxes and contributions required under Kenyan Law.
6. You will be paid at the last day on the month.
7. You are not entitled to any other benefit unless explicitly stated.
8. It is in your interests to regularly check your pay slips. Any errors or omissions should be brought to the management’s attention within 3 weeks from the relevant pay date. This will be taken seriously and immediate queries will be made. Should the grievance not be resolved to the employee’s satisfaction within a month of initial complaint than a formal grievance should be made.
9. The Employee’s leave year runs from the **1st January to the 31st of December**. You are entitled to 28 days inclusive of statutory holidays or prorated for those employees joining mid year. Payment for holidays is made on the normal pay date as described above unless otherwise authorised by the Employer. Your holiday pay will be calculated on the same basis as if you had been at work during that period.
	1. You must take your leave entitlement in any one calendar year as the company will only allow 2 days to be carried forward to the next calendar year. Leave days not taken will be deemed to be surrendered.
	2. The employer may at its sole discretion, treat absenteeism as leave taken.
	3. Leave days must be applied for and agreed by management.
	4. The employer can require you to take paid or unpaid leave for safety and health reasons.
	5. The employer can require you to take leave during employer vacation plans.
	6. Only under exceptional circumstances will the employer allow an employee to carry forward leave and this has to be agreed in writing.
	7. Unless agreed in writing employees are discouraged in taking leave for over 2 weeks continuously
	8. Payment in lieu for leave has to be agreed with the management and will only be made in exceptional circumstances.
10. This post is subject to the completion of a 6 month’s probationary period. At the end of this period if your performance is of a satisfactory standard your appointment will be made permanent. During this period, one weeks’ notice may be given by either party to terminate this contract.
11. You are obliged to give the Company a months’ notice to terminate your contract of employment. The Company is obliged to give you the statutory minimum amount of notice before terminating your contract.
12. Termination of contract by company
	1. **Immediate dismissal** for Gross Mis-Conduct.
	2. **Immediate dismissal for being drunk on premises on under the influence of drugs** as this may result in endangering one own personal safety and health as well others.
	3. **Immediate dismissal on** Conviction of a criminal charge.
	4. **Poor Performance.** Employee will be given verbal warnings and accepted to chow improvements over a reasonable time. Failure to this the company will given a final warning as a last resort prior to termination.
	5. Employees will always be notified where change is required in order to improve productivity, safety and health etc. The above is not an exhaustive list
13. The employee is being employed as a domestic worker and therefore performs all tasks that are reasonably relevant to this position. The employee is expected to develop various skills over time and can therefore be assigned tasks beyond what he/she was initially qualified to do. This will be discussed at the annual review.
14. If you have a grievance in relation to your employment, you should initially discuss any grievance with your employer.
15. You are required to report any sickness absence as soon as is practicably possible to your employer.
16. It is a condition of your employment that the employer is satisfied on your medical fitness to carry out your duties. Should it be deemed necessary during the course of your employment, you may be asked to request a medical report from your doctor, or attend for a medical examination from an external Occupational Health Service. This will be for the purposes of assessing your physical or mental fitness to undertake your job and to advise on any reasonable adjustments necessary to support you should that be necessary.
17. Employee will be afforded the opportunity to raise any grievances at the annual review, especially in relation to payments made and leave days not taken. These are matters of grave concern as company seeks to fulfil all its obligations under these rules and establish that there are no arrears other than those documented in the review.
18. This contract is under the Laws of Kenya.
19. Any dispute under this contract under Employment Laws of Kenya which arises has to go to arbitration. Decision made by the Labour Office, Ministry of Labour will be bidding on both parties.

If you are in agreement with the above terms and conditions please sign both copies of this statement, retain one and return the other to me.

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Employer Details

Employer

…………………………………………….

Employee Name

ID No

Employee

…………………………………………….

Witness name

Witness

**NOTES;**

This is a general employment contract for non-executive workers that operate in field.

Major aspects to cover are;

* Overtime
* Leave
* Duties
* Termination
* Meeting minimum wage for that job posting
* Working hours

The minimum wage for domestic workers is 13,500/= in Nairobi.

Employers are required to make contributions to the statutory pension (NSSF) scheme and medical cover (NHIF) of Ksh 200 and Ksh 400 per month.

Most law suits from employees arise from improper termination. The sample contract above does cover termination however the employer should give proper notice in writing to the employee when there is intent to terminate employment.

Severance pay in Kenya, is equivalent to 15 days basic wages for each completed year of employment. Calculating the severance pay, is dividing the employee's monthly pay by 30 days to get the pay per day. Similarly, multiplying the pay per day by 15 days and finally by the total number of years in service.

**Copy of certificates that should be attached to the agreement and updated;**

* **Attach Id Copy**
* **Tax certificate copy**
* **NSSF**
* **NHIF**
* **Income Tax Payments**
* **Remuneration track**

For proper guidance, contact us at Kenyanlaw.com. And be directed to a law firm that deals with employment law.

*Disclaimer- this is a simple guide. It is not to be taken as legal advice.*

Mr/Mrs X- Remuneration Tracker

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| **Payment Details** |
| MONTH 2021 | DATE PAID | MODE OF PAYMENT | AMOUNT | EMPLOYEE SIGN(Received) | EMPLOYER SIGN | Comments/Leave/ Notices/Otherwise  |
| JANUARY |  |  |  |  |  |  |
| FEBRUARY |  |  |  |  |  |  |
| MARCH |  |  |  |  |  |  |
| APRIL |  |  |  |  |  |  |
| MAY |  |  |  |  |  |  |
| JUNE |  |  |  |  |  |  |
| JULY |  |  |  |  |  |  |
| AUGUST |  |  |  |  |  |  |
| SEPTEMBER |  |  |  |  |  |  |
| OCTOBER |  |  |  |  |  |  |
| NOVEMBER |  |  |  |  |  |  |
| DECEMBER |  |  |  |  |  |  |