



CONTRACT OF EMPLOYMENT

BETWEEN EMPLOYER

Name: _____

ID/PASSPORT NUMBER: _____

ADDRESS: _____

PHONE NUMBER _____

And EMPLOYEE

Mr./Mrs./Ms./ _____

ID NUMBER: _____

PO Box ADDRESS _____

PHYSICAL ADDRESS _____

LOCATION: _____

SUB-LOCATION: _____

COUNTY: _____

PHONE NUMBER _____

(also referred to as "You" in this contract)

Dear Ms. _____

I am pleased to offer you the position of **Domestic Manager** as part of **X Family** of which the Employer is a member. This document outlines the Terms and Conditions, which apply to your contract and other information, which is relevant to your employment.

The contract represents the entire agreement between the Employer and the Employee as detailed. The terms and conditions contained and referred to herein shall prevail not withstanding any variations unless agreed in writing and signed by both parties.

General Information

Employers are required by law, to deduct NSSF and NHIF from an employee's salary. Failure to do so will render the employer liable for arrears and could mean that the employee is unable to claim a pension or other benefits in the future.

1. The commencement date of this contract is _____ The contract will continue until terminated in accordance with the provisions in this contract.
2. Your normal place of work will be **xxx** provided that the Employer reserves the right to change this to any other place within Kenya either for a limited or indefinite period.
3. Your employment included a xxx-month probation, which completed on xxx date. Given the satisfactory completion of this period, you are now confirmed as a full time employee.
4. The parties agree that the Employer is under no obligation to extend this contract or to enter into another contract once this contract is terminated. It is also understood that a promise to extend or renew this contract will be valid only if it is in writing and is duly signed by the Employer.
5. Your duties are listed in Exhibit A
6. Working hours will be xxx am-xxxpm for xxx days per week with breaks for breakfast, lunch and dinner (and all meals being provided for). The Family may require you to vary the pattern of your working hours if required on a temporary or permanent basis should the need arise. For example, you may be requested to work later evenings if the family is out of the house.
7. You will work xxxx days per week or xxxx days monthly and the exact days will be agreed upon at the beginning of each month.
8. Your basic salary is KES xxx per month. Your consolidated salary will be reviewed from time to time and be increased as the sole discretion of the Employer.
9. Payments will be made by MPESA or into a bank account and to you only.
10. You will be paid monthly in arrears on or before the last working day of each month.
11. You will be required to present a valid Kenyan ID card and photocopy for record keeping.
12. You will be asked to do a full medical check up each year which will be paid for by the Employer
13. Your leave year runs from January to December. You are entitled to xxx days of leave with full pay in addition to statutory / local holidays as agreed annually with the Employer. Leave days include all days taken for personal time and personal activities including funerals and other personal matters. Any additional leave days can be taken as unpaid if agreed with Employer and with adequate notice.
14. After xxx (xxxx) consecutive months of service with the Employer you will be entitled to a maximum of xxx (xxx) days' sick leave with full pay, and thereafter to a maximum of xxx (xxx) days' sick leave with half pay, in each period of twelve consecutive months of service subject to production by you of a certificate of incapacity to work signed by a duly qualified medical practitioner or a person acting on such practitioner's behalf in charge of a dispensary or medical aid centre
15. You are obliged to give the Employer xxx month's notice or one month salary to terminate your contract of employment. The Employer is obliged to give you xxx month notice or xxx month salary before terminating your contract.
16. Should the need for disciplinary action be deemed necessary, the Employer will give you a warning, followed by a written warning and finally another course action will be taken.
17. Disciplinary action in the form of summary dismissal will be taken against gross misconduct such as:

- a. Absenting yourself from work without leave or a lawful cause
 - b. Endangering the well being of Children through neglect or avoidable circumstances
 - c. Becoming intoxicated during working hours and therefore causing you to be unable to perform your work properly.
 - d. Wilfully neglecting your duties.
 - e. Performing your work carelessly or improperly.
 - f. Using abusive or insulting language or behaving in a manner insulting to your employer or a person placed in authority over you by your employer.
 - g. Knowingly refusing to obey a lawful and proper command within your duties issued by your employer or a person placed in authority over you by your employer.
 - h. If you are arrested for an offense punishable by imprisonment and you are not released within fourteen days
 - i. If you commit or are suspected of committing a criminal offense that would harm your employer, his/her household or his/her property (e.g theft
 - j. If you commit any act of dishonesty relating to your employer or his/her household
 - k. Causing a disruptive influence in the household.
 - l. Incompetence.
 - m. Conduct during or outside working hours prejudicial to the interest or reputation of the employer.
 - n. Unreliability in time keeping or attendance.
 - o. Failure to comply with instructions, requirements or procedures.
 - p. Breach of confidentiality clause.
18. You are required to report any sickness absence or emergency as soon as is practicably possible to the Employer, and provide certification of sickness. Any absence not communicated in advance (1 day) will be deducted from leave days.
19. Upon confirmation, the Employer will assist with 100% NHIF payments.
20. You are required not to share any information with outsiders about anything pertaining to the Employer or about anything/anyone in the Employer's family and about the Employer's home. Privacy is paramount and no taking or sharing of photos, videos or voice recordings of the Children or Family permitted. Any indiscretion is cause for immediate termination of this contract.
21. When you leave employment, you will be required to leave any other equipment provided by your employer with your employer apart from equipment explicitly given to you as a gift or for your ownership.

26. BENEFITS

- A. Christmas bonus: KES xxx, paid before Christmas Day.
- B. NHIF and NSSF: The Employer shall cater for NSSF and NHIF registration and ongoing costs while employed.
- C. Transportation Allowance: Ksh xxx per month
- D. Phone Allowance: Ksh xxx per month on or before the 1st of each month (in the form of a scratch card or cash). The Employer requires that all SMS's and phone calls be responded to as soon as received as this phone credit is given to ensure that Employee can always communicate with Employer. Employee is expected to manage the credit throughout the month so that there is a never a time when they can't call Employer or any other relevant party (taxi, hospital) due to lack of credit.

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.

Signed:

Employer

NAME: _____

DATE: _____

SIGNATURE: _____,

FORM OF ACCEPTANCE: I, _____, accept this appointment on the terms and conditions stated above

SIGNATURE _____ DATE: _____

EXHIBIT 1: DUTIES

Your duties primarily include, but are not limited to – these can change as we make adjustments that work for Employer and Employee

:

Main Responsibilities

- Taking children to and from school and staying present while in class
- Caring for the children in the family including changing nappies, bathing, playing and ensuring safety
- Speaking to children in Kiswahili exclusively with emphasis on helping them learn the language through storytelling, flashcards and other tools
- Implementing education-focused activities as specifically instructed
- Children's Laundry – machine & hand wash, drying & ironing
- Children's Toys & Other Things – organizing and coordinating
- Joining the parents on outings with the children
- Cooking meals for Family including doing grocery shopping

Additional Responsibilities – during evenings and when covering for days off for other staff

- Cleaning house for Family
- Laundry – washing and ironing