

**EMPLOYMENT AGREEMENT**

**GARDENER**

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**EMPLOYMENT AGREEMENT  
GARDENER**

Entered into between:

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

Address: \_\_\_\_\_  
("Employer")

And

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

Address: \_\_\_\_\_  
("Employee")

**1. Commencement**

1.1 Employment will begin on \_\_\_\_\_ and will continue until it is terminated as set out in Clause 6 of this agreement.

**2. Place of work**

2.1 The Employee shall carry out his/her duties at:

\_\_\_\_\_

**3. Job Description**

3.1 The Employee's job title is: \_\_\_\_\_

3.2 The Employee agrees to perform his/her duties as described in Annexure 1.

**4. Hours of work**

4.1 The employee is required to present himself/herself punctually for work. In the event that the employee is unable to come to work for any reason, the employee is required to notify the Employer or make arrangements for the Employer to be informed of the absence from work, by no later than 08h00 on any day of such absence. Failure to arrive punctually at work on a consistent basis may result in dismissal.

4.2 Normal working hours will be \_\_\_\_ hours per week, made up as follows:

<b>MONDAY</b>	
<b>TUESDAY</b>	
<b>WEDNESDAY</b>	
<b>THURSDAY</b>	
<b>FRIDAY</b>	
<b>SATURDAY</b>	
<b>SUNDAY</b>	<ul style="list-style-type: none"> <li>• Work on Sundays will be as agreed between the Employee and Employer. The Employee will be paid double his/her daily wage.</li> <li>• If the Employee ordinarily works on a Sunday, he/she will be paid one and a half times his/her daily wage.</li> </ul>
<b>PUBLIC HOLIDAY</b>	<ul style="list-style-type: none"> <li>• Work on public holidays will be as agreed between the Employer and Employee. The Employee will be paid double his/her daily wage.</li> </ul>

4.3 The Employee is entitled to a lunch break of 60 minutes, which shall be taken at \_\_\_\_\_ unless otherwise agreed between the Employer and Employee from time to time.

4.4 The Employer may require the Employee to work overtime and such requirement will be communicated to the Employee in advance. Payment for overtime worked will be calculated at one and a half times the Employee's daily wage.

## 5. Wages

5.1 The Employee will be paid R\_\_\_\_\_ per day/week/month (delete which does not apply)

5.2 The Employee will be paid in cash /by EFT on the last working day of each week/ month.

5.3 The Employee shall be entitled to the following additional payments, which are at the option and discretion of the Employer, should it apply:

5.3.1 A daily/weekly/monthly transport allowance of R\_\_\_\_\_

5.3.2 Accommodation per week/month to the value of R\_\_\_\_\_

5.3.3 Other \_\_\_\_\_

5.4 The Employer will review the Employee's salary on or before 1 January each year.

## 6. Leave

### 6.1 Annual leave

6.1.1 The Employee is entitled to 15 working days (3 weeks) paid leave per annum.

6.1.2 Annual leave should be taken at times convenient to the Employer.

**6.2 Sick leave**

- 6.2.1 The Employee will be entitled to 1 day's paid sick leave for every 26 days worked during the first 6 months of employment.
- 6.2.2 After 6 months of employment the Employee will be entitled to 30 days paid sick leave, during a cycle of 36 months.
- 6.2.3 The Employee must inform the Employer as soon as possible of his/her absence from work due to illness or injury.
- 6.2.4 If the Employee is absent for 2 or more consecutive work days, or has been absent on more than two occasions during an 8-week period, the employee is required to provide the Employer with a medical certificate.

**6.3 Maternity leave**

A female employee is entitled to 4 consecutive month's unpaid maternity leave, during which her security of employment is protected, which will commence:

- 6.3.1. At any time from 4 weeks before the expected date of birth (unless otherwise agreed between the parties in writing); or
- 6.3.2 On a date from which a medical practitioner or midwife certifies that it is necessary for the employee's health or that of her unborn child.
- 6.3.3 An employee will not be required to return to work for 6(six) weeks after the birth of her child. During this period, she may, however, elect to return to work if a medical doctor or midwife certifies that she is fit to do so.
- 6.3.4 An employee who has miscarriage during the third trimester of pregnancy may remain on maternity leave for six (6) weeks irrespective of the fact that she might be on maternity leave.
- 6.3.5 The employee will be required to notify the employer in writing of a date on which she intends to:
  - 6.3.5.1 Commence maternity leave; and
  - 6.3.5.2 Return to work after the expiry of her maternity leave.Written notification in terms of this sub-clause must be given at least 4 weeks before the employee intends to commence maternity leave or, if it is not reasonably practicable for her to do so, as soon as it is reasonably practicable.
- 6.3.6 Responsibility for claiming compensation from the Unemployment Insurance Fund (UIF), if eligible, rests solely on the employee.

**6.4 Family Responsibility leave**

- 6.4.1 The Employee is entitled to 5 days paid family responsibility leave as defined hereinafter. This applies to employee who works four (4) days or more days in a week and for longer than a period of four (4) months:
  - 6.4.1.1 When the employee's child is born;
  - 6.4.1.2 When the employee's child is sick;

- 6.4.1.3 in the event of the death of –
  - (a) The employee's spouse or life partner; or
  - (b) The employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.
- 6.4.2 Leave in terms of this clause will be paid at the remuneration rate the employee would ordinarily have received for work on that day and will be paid on the employee's usual pay-day.
- 6.4.3. The employer may require reasonable proof of an event contemplated in terms of this clause for which the leave is required, failure to provide the necessary proof would result to such leave being regarded as unpaid leave and may also result in disciplinary action taken by the employer.
- 6.4.4 It is recorded that any unused entitlement to leave in terms of this clause lapses at the end of the annual leave cycle in which it accrues.

## **7. Termination**

- 7.1 Either party may, subject to the provisions of the Labour Relations Act as amended, terminate this agreement of employment by providing, in writing, the other party with notice as follows:
  - 7.1.1 one week if the employee has been in the employ of the employer for less than six months;
  - 7.1.2 two weeks if the employee has been in the employ of the employer for a period in excess of six months but less than one year; and
  - 7.1.3 four weeks if the employee has been in the employ of the employer for a period in excess of one year.
- 7.2 Notwithstanding the provisions of this clause, the employer may, at any time during the currency of this agreement, terminate same summarily for reasons recognized and accepted in law as justifying summary termination of employment.
- 7.3 Without prejudice to its rights the employer shall be entitled in accordance with fair labour practices, to dismiss the employee summarily in the following circumstances:
  - 7.3.1. If the employee breaches a material term or condition of this Agreement.
  - 7.3.2. If the employee commits any act of dishonesty, or is found guilty of committing crime by a competent Court of Law.
  - 7.3.3 If the employee is guilty of conduct which impairs a healthy and ongoing working relationship between the employer and the employee.
- 7.4 Upon termination of employment the Employer will be entitled to deduct from the Employee's remuneration any monies due by the to the employer, including but not limited to any outstanding loans, advances, relocation expenses, excess annual and sick leave and any other monies owed by employee to the employer.

**8. Permitted deductions from salary**

- 8.1 The Employer will make the necessary statutory Tax and UIF deductions from the Employee's salary, and pay these deductions to the relevant department.
- 8.2 The Employer may deduct damages from the Employee provided that the proper disciplinary processes were followed and the Employee consents to such deduction in writing. The said deduction may not exceed 25% of the Employee's salary.

**9. General**

- 9.1 This agreement is the entire agreement between the parties.
- 9.2 Any amendments or variations to this agreement will only have effect if agreed to in writing and signed by both parties.

Signed on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ , at \_\_\_\_\_ in the presence of the undersigned witnesses.

\_\_\_\_\_  
EMPLOYEE

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
EMPLOYER

\_\_\_\_\_  
WITNESS

**Annexure A**

<b>ITEM</b>	<b>FREQUENCY</b>	<b>COMMENTS</b>
Mow the lawns		
Weed, trim and prune the garden		
Wash cars		
Clean swimming pool		
Clean the braai and braai area		
Walk the dogs		
Wash and groom the dogs		
Drive		
Sleep over from time to time to housesit		
Sweeping and cleaning outside patio and steps		
Other		