

CONTRACT OF EMPLOYMENT

BETWEEN

Mr./Mrs./Ms./Dr. _____

ID/PASSPORT NUMBER _____

ADDRESS _____

PHONE NUMBER _____

(also referred to as the “Employer” in this contract)

And

Mr./Mrs./Ms./Dr. _____

ID/PASSPORT NUMBER _____

ADDRESS _____

PHONE NUMBER _____

(also referred to as “You” in this contract)

Dear Mr./Mrs./Ms. _____

I am pleased to offer you the position of **Home Manager** as part of **The**
_____ **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.

1. The commencement date of this contract is _____. The contract will continue for a period of ____ years or until terminated in accordance with the provisions in this contract.
 2. Your normal place of work will be [] provided that the Employer reserves the right to change this to any other place within Kenya either for a limited or indefinite period.
 3. You will begin your employment on a three-month probation. During your probation, your employment may be terminated by either party giving the other (7) days notice or the Employer giving seven (7) days salary instead of giving you notice. After the satisfactory completion of this period, you will be 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 working hours will be from (Time) _____ to (Time)_____ on (Day)_____ to (Day)_____.
 6. Your duties include, but are not limited to:
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7. 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.
 8. Your consolidated salary is **KES** _____. The Employer will make any statutory deductions such as NSSF (KES _____) and NHIF _____. Your consolidated salary will be reviewed from time to time and may be increased at the sole discretion of the Employer.
 9. You will be paid monthly in arrears on the last working day of each month.
 10. The Employer will not provide any salary advances.
 11. Your leave year runs from January to December. You are entitled to 21 days of leave with full pay in addition to statutory / local holidays as agreed annually with the Employer.

12. Your leave will be earned on a pro-rata basis at the rate of 1.75 days for every complete month worked.
13. You will be entitled to three (3) months maternity leave with full pay, in addition to your annual leave entitlement, **Provided That** you give the Employer not less than seven (7) days written notice in advance of her intention to proceed on maternity leave on a specific date and to return to work thereafter.
14. After two (2) consecutive months of service with the Employer you will be entitled to a maximum of seven (7) days' sick leave with full pay, and thereafter to a maximum of seven (7) 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. A statement of your employment particulars is summarised in Schedule 1 of this Contract.
16. You are obliged to give the Employer one month notice or one month salary to terminate your contract of employment. The Employer is obliged to give you one month notice or one month salary before terminating your contract.
17. 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.
18. 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. Becoming intoxicated during working hours and therefore causing you to be unable to perform your work properly
 - c. Wilfully neglecting your duties
 - d. Performing your work carelessly or improperly
 - e. 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
 - f. 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

- g. If you are arrested for an offence punishable by imprisonment and you are not released within fourteen days
 - h. If you commit or are suspected of committing a criminal offence that would harm your employer, his/her household or his/her property
 - i. If you commit any act of dishonesty relating to your employer or his/her household
19. 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 will be deducted from leave days.
20. Upon confirmation, the Employer will assist with 60% NHIF payments and you will raise 40% of the payments to enable medical cover for yourself and your dependants.
21. You will be required to wear official uniform and shoes provided by your employer during your contract period.
22. 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.
23. When you leave employment, you will be required to leave your uniform together with any other equipment provided by your employer with your employer
24. Any careless or negligent damage or breakage to/in/on any property belonging to your employer shall be recovered from your salary.
25. The following benefits shall be provided to you by your employer:
26. Kindly communicate any grievances as soon as they occur to enable quick resolution.

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:** _____

In the presence of:

NAME: _____ **DATE:** _____

SIGNATURE: _____

SCHEDULE 1

STATEMENT OF EMPLOYMENT PARTICULARS

1. Name of Employee :
2. Age :
3. Permanent Address :
4. Sex :
5. Job Description : Clause 6
6. Date of Commencement of employment : Clause 1
7. Form and Duration of contract : Clause 1
8. Place of Work : Clause 2
9. Hours of Work : Clause 5
10. Remuneration : Clause 8
11. Intervals at which remuneration is paid : Clause 9
12. Date when employees' period of continuous employment began : Clause 1
13. Annual leave : Clause 11
14. Sick leave/ incapacity to work : Clause 14
15. Retirement Benefits : Clause 8
16. Notice of termination : Clause 16