

GNR.1068 of 15 August 2002: Sectoral Determination 7: Domestic Worker Sector, South Africa

DEPARTMENT OF LABOUR

BASIC CONDITIONS OF EMPLOYMENT ACT, NO 75 OF 1997

Notice	as amended by Government Gazette	Date
R.1104	28223	11 November 2005 w.e.f. 1 December 2005
R.1225	31612	14 November 2008 w.e.f. 1 December 2008
R.737	32397	17 July 2009
R.986	34797	28 November 2011 w.e.f. 1 December 2011
R.919	38237	24 November 2014 w.e.f. 1 December 2014
R.919	as corrected by GNR.953 of 26 November 2014 38237	24 November 2014
1429	41326	15 December 2017 w.e.f. 1 January 2018
1332	42077	3 December 2018

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, in terms of section 51 (1) of the Basic Conditions of Employment Act, No. 75 of 1997, make a Sectoral Determination establishing conditions of employment and minimum wages for employees in the Domestic Worker Sector, South Africa, which appears in the schedule hereto and determine 1 September 2002 as the date from which the provisions of this Sectoral Determination shall be binding.

MMS MDLADLANA, MP
MINISTER OF LABOUR

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PART A: APPLICATION

1. Application.—(1) The determination applies to the employment of all domestic workers in the Republic of South Africa including domestic workers—

- (a) employed or supplied by employment services;
- (b) employed as independent contractors.

(2) This determination does not apply to domestic workers—

- (a) employed on farms on which employees performing agricultural work are employed;
- (b) covered by another sectoral determination in terms of the Basic Conditions of Employment Act; or
- (c) covered by an agreement of a bargaining council in terms of the Labour Relations Act, 1995.

(3) Only clauses 2 and 3 setting minimum wages apply to domestic workers who work less than 24 hours per month for an employer.

(4) The provisions of the Basic Conditions of Employment Act apply to all domestic workers covered by this determination and their employers in respect of any matter not regulated by this sectoral determination.

PART B: WAGES

2. Wages.—(1) With effect from 1 November 2002, an employer must pay a domestic worker at least the minimum wage prescribed in this clause.

(2) An employer must pay a domestic worker who works more than 27 ordinary hours of work per week—

- (a) at least the weekly or monthly wage set out in Table 1; or
- (b) by agreement between the employer and domestic worker, at least the hourly rate set out in Table 1 for every hour or part of an hour that the domestic worker works.

(3) An employer must pay a domestic worker who works 27 or less ordinary hours of work per week—

- (a) at least the weekly or monthly wage set out in Table 2;
- (b) by agreement between the employer and domestic worker, at least the hourly rate set out in Table 2 for every hour or part of an hour that the domestic worker works.

(4) A domestic worker who works for less than four hours on any day must be paid for four hours' work on that day.

3. Annual wage increases.—(1) Every domestic worker must be granted wage increases of at least 8% on 1 November 2003 and on 1 November 2004.

(2) The wage increases in terms of sub-clause (1) must be calculated on the domestic worker's actual wage in the preceding month.

(3) If the annual increase in the Consumer Price Index reported by Statistics South Africa six weeks before a wage increase in terms of this clause comes into effect is 10% or higher, domestic workers will be entitled to receive a wage increase equivalent to the increase in the Consumer Price Index.

(4) Any wage increase in excess of 8% required in terms of sub-clause (3) must be published in the *Government Gazette* as an amendment to this sectoral determination.

Table 1: Area A Minimum wages for domestic workers who work more than 27 ordinary hours per week		Table 2: Area A Minimum wages for domestic workers who work 27 ordinary hours per week or less	
Bergrivier Local Municipality, Breederivier Local Municipality, Buffalo City Local Municipality, Cape Agulhas Local Municipality, Cederberg Local Municipality, City of Cape Town, City of Johannesburg Metropolitan Municipality, City of Tshwane Metropolitan Municipality, Drakenstein Local Municipality, Ekurhuleni Metropolitan Municipality, Emalahleni Local Municipality, Emfuleni Local Municipality, Ethekewini Metropolitan Municipality, Gamagara Local Municipality, George Local Municipality, Hibiscus Coast Local Municipality, Karoo Hoogland Local Municipality, Kgatelopele Local Municipality, Khara Hais Local Municipality, Knysna Local Municipality, Kungwini Local Municipality, Kouga Local Municipality, Langeberg Local Municipality, Lesedi Local Municipality, Makana Local Municipality, Mangaung Local Municipality, Matzikama Local Municipality, Metsimaholo Local Municipality, Middelburg Local Municipality, Midvaal Local Municipality, Mngeni Local Municipality, Mogale Local Municipality, Mosselbaai Local Municipality, Msunduzi Local Municipality, Mtubatu Local Municipality, Nama Khoi Local Municipality, Nelson Mandela, Nokeng tsa Taemane Local Municipality, Oudtshoorn Local Municipality, Overstrand Local Municipality, Plettenbergbaai Local Municipality, Potchefstroom Local Municipality, Randfontein Local Municipality, Richtersveld Local Municipality, Saldanha Bay Local Municipality, Sol Plaatjie Local Municipality, Stellenbosch Local Municipality, Swartland Local Municipality, Swellendam Local Municipality, Theewaterskloof Local Municipality, Umdoni Local Municipality, uMhlathuze Local Municipality and Witzenberg Local Municipality.			
Minimum rates for the period 3 December 2018 to promulgation of the minimum wage provision contained in the National Minimum Wage Act.		Minimum rates for the period 3 December 2018 to promulgation of the minimum wage provision contained in the National Minimum Wage Act.	
Hourly Rate (R)	13.69	Hourly Rate (R)	16.03
Weekly Rate (R)	616.03*	Weekly Rate (R)	432.78***
Monthly Rate (R)	2669.24**	Monthly Rate (R)	1875.22****
Table 1: Area B (Areas not mentioned in Area A) Minimum wages for domestic workers who work more than 27 ordinary hours per week		Table 2: Area B (Areas not mentioned in Area A) Minimum wages for domestic workers who work 27 ordinary hours per week or less	
Hourly Rate (R)	12.47	Hourly Rate (R)	14.72
Weekly Rate (R)	561.27*	Weekly Rate (R)	397.37***
Monthly Rate (R)	2431.97**	Monthly Rate (R)	1721.81****
* Indicative weekly rate for employees working a maximum of 45 ordinary hours per week. ** Indicative monthly rate for employees working a maximum of 45 ordinary hours per week.		*** Indicative weekly rate for employees working a maximum of 27 ordinary hours per week. **** Indicative monthly rate for employees working a maximum of 27 Ordinary hours per week.	

[Table substituted by GNR.1104 of 2005, by r. 1 of GNR.1225 of 14 November 2008 and amended by GNR.737 of 17 July 2009 and substituted by GNR.986 of 28 November 2011, by GNR.919 of 24 November 2014 (as corrected by GNR.953 of 26 November 2014), GN 1429 of 15 December 2017 and by GN 1332 of 3 December 2018.]

4. Calculation of wages.—(1) The wage of a domestic worker must be calculated by reference to the domestic worker's ordinary hours of work.

(2) For the purposes of any calculation in terms of this determination—

- (a) the hourly wage of a domestic worker is obtained by—
 - (i) dividing the daily wage by the number of ordinary hours worked in a day; or
 - (ii) dividing the weekly wage by the number of ordinary hours worked in a week;
- (b) the daily wage of a domestic worker is obtained by—
 - (i) multiplying the hourly wage by the number of ordinary hours worked in a day; or
 - (ii) dividing the weekly wage by the number of ordinary hours worked in a week;
- (c) the weekly wage of a domestic worker is obtained by—
 - (i) multiplying the hourly wage by the number of ordinary hours worked in a week; or
 - (ii) multiplying the daily wage by the number of days worked in a week; or
 - (iii) dividing the monthly wage by four and one-third (13/3);
- (d) the monthly wage of a domestic worker is obtained by multiplying the weekly wage by four and a third (13/3).

5. Payment of wages.—(1) An employer must pay a domestic worker—

- (a) in South African currency;
- (b) daily, weekly, fortnightly or monthly; and
- (c) in cash, by cheque or by direct deposit into an account designated by the domestic worker.

- (2) Any payment in cash or by cheque must be given to each domestic worker—
 - (a) at the workplace;
 - (b) during the domestic worker's working hours; and
 - (c) in a sealed envelope which becomes the property of the domestic worker.
- (3) An employer must pay a domestic worker on the normal pay day agreed to by the domestic worker.

6. Information concerning pay.—(1) On every pay day, the employer must give the domestic worker a statement showing—

- (a) the employer's name and address;
 - (b) the domestic worker's name and occupation;
 - (c) the period in respect of which payment is made;
 - (d) the domestic worker's wage rate and overtime rate;
 - (e) the number of ordinary hours worked by the domestic worker during that period;
 - (f) the number of overtime hours worked by the domestic worker during that period;
 - (g) the number of hours worked by the domestic worker on a public holiday or on a Sunday;
 - (h) the domestic worker's wage;
 - (i) details of any other pay arising out of the domestic worker's employment;
 - (j) details of any deductions made; and
 - (k) the actual amount paid to the domestic worker.
- (2) An employer must retain a copy or record of each statement for three years.

7. Prohibited acts concerning pay.—(1) An employer may not receive any payment directly or indirectly, or withhold any payment from a domestic worker in respect of—

- (a) the employment or training of that domestic worker;
- (b) the supply of any work equipment or tools;
- (c) the supply of any work clothing; or
- (d) any food supplied to the domestic worker while the domestic worker is working or is at the workplace.

(2) An employer may not require a domestic worker to purchase any goods from the employer or from any person, shop or other business nominated by the employer.

(3) An employer may not levy a fine against a domestic worker.

(4) An employer may not require or permit a domestic worker to—

- (a) repay any pay except for overpayments previously made by the employer resulting from an error in calculating the domestic worker's pay; or
- (b) acknowledge receipt of an amount greater than the pay actually received.

8. Deductions.—An employer may not make any deduction from a domestic worker's pay except—

- (a) a deduction, calculated on the basis of the domestic worker's wage, proportionate to the length of any period that the domestic worker is absent from work, other than an absence on paid leave or at the instance of the employer;
- (b) deduction of not more than 10% of the wage for a room or other accommodation supplied to the domestic worker by the employer if the accommodation—
 - (i) is weatherproof and generally kept in good condition;
 - (ii) has at least one window and door, which can be locked;
 - (iii) has a toilet and bath or shower, if the domestic worker does not have access to any other bathroom;
- (c) with the written consent of the domestic worker, a deduction of any amount which the employer has paid or has undertaken to pay—
 - (i) to any holiday, sick, medical, insurance, savings, provident or pension fund of which the domestic worker is a member;

- (ii) to any registered trade union in respect of subscriptions;
- (iii) to any banking institution, building society, insurance business, registered financing institution or local authority in respect of a payment on a loan granted to the domestic worker to acquire a dwelling;
- (iv) to any person or organisation in respect of the rent of a dwelling or accommodation occupied by the domestic worker;
- (d) a deduction, not exceeding one-tenth of the wage due to the domestic worker on the pay-day concerned, towards the repayment of any amount loaned or advanced to the domestic worker by the employer; or
- (e) a deduction of any amount which an employer is required to make by law or in terms of a court order or arbitration award.

PART C:
PARTICULARS OF EMPLOYMENT

9. Written particulars of employment.—(1) An employer must supply a domestic worker, when the domestic worker starts work with the following particulars in writing:

- (a) the full name and address of the employer;
- (b) the name and occupation of the domestic worker, or a brief description of the work for which the domestic worker is employed;
- (c) the place of work, and where the domestic worker is required or permitted to work at various places, an indication of this;
- (d) the date on which the employment began;
- (e) the domestic worker's ordinary hours of work and days of work;
- (f) the domestic worker's wage or the rate and method of payment;
- (g) the rate of pay for overtime work;
- (h) any other cash payments that the domestic worker is entitled to;
- (i) any payment in kind that the domestic worker is entitled to and the value of the payment in kind;
- (j) how frequently wages will be paid;
- (k) any deductions to be made from the domestic worker's wages;
- (l) the leave to which the domestic worker is entitled to; and
- (m) the period of notice required to terminate employment, or if employment is for a specified period, the date when employment is to terminate.

(2) If a domestic worker is not able to understand the written particulars, the employer must ensure that they are explained to the domestic worker in a language and in a manner that the domestic worker understands.

(3) The employer must revise the written particulars if the employer and domestic worker agree to any change in the domestic worker's terms of employment.

(4) The employer must sign the written particulars and any change in the terms of clause (3).

(5) The employer may require the domestic worker to—

- (a) acknowledge receipt of the written particulars in writing on a copy of the particulars; or
- (b) if the domestic worker is unable to or refuses to acknowledge receipt, record that the domestic worker has received a copy of the written particulars.

(6) An employer must retain a copy of the written particulars while the domestic worker is employed and for three years thereafter.

PART D:
HOURS OF WORK

10. Ordinary hours of work.—An employer may not require or permit a domestic worker to work more than—

- (a) 45 hours in any week; and
- (b) nine hours on any day if the domestic worker works for five days or less in a week; or
- (c) eight hours in any day if the domestic worker works on more than five days in any week.

11. Overtime.—An employer may not require or permit a domestic worker—

- (a) to work overtime except in accordance with an agreement concluded by the employer and the domestic worker;
- (b) to work more than 15 hours' overtime a week; or
- (c) to work more than 12 hours, including overtime, on any day.

12. Payment of overtime.—(1) An employer must pay a domestic worker at least one and one-half times the domestic worker's wage for overtime worked.

(2) Despite sub-clause (1), an agreement may provide for an employer to—

- (i) pay a domestic worker not less than the domestic worker's ordinary wage for overtime worked and grant the domestic worker at least 30 minutes' time off on full pay for every hour of overtime worked; or
- (ii) grant a domestic worker at least 90 minutes' paid time off for each hour of overtime worked.

(3) (a) An employer must grant paid time off in terms of sub-clause (2) within one month of the domestic worker becoming entitled to it.

(b) An agreement in writing may increase the period contemplated by paragraph (a) to twelve months.

(c) An agreement concluded in terms of paragraph (b) with a domestic worker when the domestic worker commences employment, or during the first three months of employment, is only valid for one year.

(4) Any time worked on Sundays or public holidays must be paid in accordance with the provisions for Sundays and public holidays in clauses 17 and 18.

13. Night work.—(1) For the purposes of this clause, "night work" means work performed after 18:00 and before 06:00 the next day.

(2) An employer may only require or permit a domestic worker to perform night work, if agreed in writing and if—

- (a) the domestic worker is compensated by the payment of an allowance; and
- (b) the domestic worker resides at the workplace or transport is available between the domestic worker's place of residence and the workplace at the beginning and end of the domestic worker's shift.

(3) The amount of the allowance in terms of clause 1 (a) must be agreed between the employer and the domestic worker.

(4) An employer who requires a domestic worker to perform work for a period of longer than one hour after 22:00 and before 06:00 the next day at least five times per month or 50 times per year must comply with sections 17 (3) and (4) of the Basic Conditions of Employment Act.

14. Standby.—(1) For the purposes of this clause, "standby" means any period between 20:00 and 06:00 the next day when a domestic worker is required to be at the workplace and is permitted to rest or sleep but must be available to work if necessary.

(2) An employer may only require or permit a domestic worker to be on standby if is agreed in writing and if the domestic worker is compensated by the payment of an allowance of at least R 30, 00 per shift.

[Sub-clause (2) amended by r 2 of GNR.1225 of 14 November 2008.]

(3) An employer may not require or permit a domestic worker to be on stand by more than five times per month or 50 times per year.

(4) An employer may only require or permit a domestic worker to perform work which is required to be done without delay.

(5) An employer must pay a domestic worker for any time worked during any period of standby at—

- (a) the domestic worker's overtime rate calculated in terms of 12 (1); or
- (b) grant the domestic worker paid time-off in terms of clauses 12 (2) and (3).

[Sub-clause (5) amended by r 3 of GNR.1225 of 14 November 2008.]

15. Meal intervals.—(1) An employer must give a domestic worker who works continuously for more than five hours a meal interval of at least one continuous hour.

(2) During a meal interval, a domestic worker may be required or permitted to perform only duties that cannot be left unattended and cannot be performed by another domestic worker.

(3) A domestic worker must be paid—

- (a) for a meal interval in which the domestic worker is required to be available for work;

(b) for any portion of a meal interval that is in excess of 75 minutes, unless the domestic worker lives at the workplace.

(4) For the purpose of sub-clause (1), work is continuous unless it is interrupted by a meal interval in accordance with this clause.

(5) An agreement in writing may—

(a) reduce the meal interval to not less than 30 minutes;

(b) dispense with a meal interval for a domestic worker who works fewer than six hours on a day.

(6) Whenever an employer is required to give a domestic worker a second meal interval because of overtime worked, that interval may be reduced to not less than 15 minutes.

16. Rest period.—(1) An employer must grant a domestic worker—

(a) a daily rest period of at least twelve consecutive hours between ending work and starting work the next day;

(b) weekly rest period of at least 36 consecutive hours which, unless otherwise agreed, must include a Sunday.

(2) A daily rest period in terms of sub-clause (1) (a) may, by written agreement, be reduced to 10 hours for a domestic worker—

(a) who lives at the workplace is situated; and

(b) whose meal interval lasts for at least three hours.

(3) Despite sub-clause (1) (b), an agreement in writing may provide for a rest period of at least 60 consecutive hours every second week.

17. Payment for work on Sunday.—(1) An employer must pay a domestic worker who works on a Sunday—

(a) at double the domestic worker's wage for each hour worked; or

(b) if the work is part of the domestic worker's ordinary hours of work, at one and one half times the domestic worker's wage for each hour worked.

(2) If the payment calculated in terms of sub-clause (1) is less than the domestic worker's daily wage, the employer must pay the domestic worker, for the time worked on that Sunday, the domestic worker's daily wage.

(3) Despite sub-clauses (1) and (2), an agreement may permit an employer to grant a domestic worker who works on a Sunday paid time off equivalent to the difference in value between the pay received by the domestic worker for working on a Sunday and the pay the domestic worker is entitled to receive in terms of sub-clauses (1) and (2) at double the domestic worker's wage for each hour worked.

(4) (a) A domestic worker must grant paid time off in terms of sub-clause (3) within one month of the domestic worker becoming entitled to it.

(b) An agreement in writing may increase the period contemplated by paragraph (a) for 12 months.

(5) Any time worked on a Sunday by domestic worker who does not normally work on a Sunday is not taken into account in calculating a domestic worker's ordinary hours of work in terms of clause 10, but is taken into account in calculating the overtime worked by the domestic worker in terms of clause 11 (1) (b).

(6) If a shift worked by a domestic worker falls on a Sunday and another day, the whole shift is deemed to have been worked on the Sunday, unless the greater portion of the shift was worked on the other day, in which case the whole shift is deemed to have been worked on the other day.

18. Public holidays.—(1) An employer may not require a domestic worker to work on a public holiday, except in accordance with an agreement.

(2) If a public holiday falls on a day on which a domestic worker would otherwise have worked, an employer must pay a domestic worker—

(a) who does not work on the public holiday the domestic worker's daily wage;

(b) who does work on the public holiday at least double the daily wage.

(3) If a domestic worker who works on a public holiday on which the domestic worker would not normally work, the employer must pay that domestic worker an amount equal to—

(a) the domestic worker's daily wage; plus

(b) the domestic worker's hourly wage for each hour worked on the public holiday.

(4) An employer must pay a domestic worker for a public holiday on the domestic worker's normal payday.

(5) If a shift worked by a domestic worker falls on a public holiday and another day, the whole shift is deemed to have been worked on the public holiday, but if the greater portion of the shift was worked on the other day, the whole shift is deemed to have been worked on the other day.

PART E:
ANNUAL LEAVE

19. Annual Leave.—(1) An employer must grant a domestic worker—

- (a) at least three weeks' annual leave on full pay in respect of each 12 months of employment (the "annual leave cycle");
- (b) by agreement, at least one day of annual leave on full pay for every 17 days on which the domestic worker worked or was entitled to be paid; or
- (c) by agreement, one hour of annual leave on full pay for every 17 hours on which the domestic worker worked or was entitled to be paid.

(2) An employer must grant a domestic worker an additional day of paid leave if a public holiday falls on a day during a domestic worker's annual leave on which the domestic worker would otherwise have worked.

(3) An employer may reduce a domestic worker's entitlement to annual leave by the number of days of occasional leave on full pay granted to the domestic worker at the domestic worker's request in that annual leave cycle.

(4) An employer must grant—

- (a) at least three weeks' annual leave on full pay in respect of each 12 months of employment (the "annual leave cycle") not later than six months after the end of the annual leave cycle or the year in which the leave was earned;
- (b) the leave earned in one year over a continuous period, if requested by the domestic worker.

(5) Annual leave must be taken—

- (a) in accordance with an agreement between the employer and employee; or
- (b) if there is no agreement in terms of paragraph (a), at a time determined by the employer in accordance with this section.

(6) An employer may not require or permit an employee to take annual leave during—

- (a) any other period of leave to which the employee is entitled in terms of this Chapter; or
- (b) any period of notice of termination of employment.

(7) An employer may not require or permit a domestic worker to work for the employer during any period of annual leave.

(8) An employer may not pay a domestic worker instead of granting paid leave in terms of the clause except on termination of employment in terms of clause 25.

(9) An employer must pay a domestic worker leave pay at least equivalent to the full pay the domestic worker would receive for working for a period equal to the period of leave calculated on the basis of the domestic worker's rate of pay immediately before the period of leave.

(10) Leave pay in terms of clause (9) must be calculated on the basis of the domestic worker's rate of pay immediately before the period of leave.

(11) An employer must pay a domestic worker leave pay before the beginning of the period of leave.

20. Sick leave.—(1) For purposes of this clause "sick leave cycle" means the period of 36 months employment with the same employer immediately following—

- (a) when the domestic worker commenced work; or
- (b) the end of the domestic worker's prior sick leave cycle.

(2) During every sick leave cycle, a domestic worker is entitled to an amount of paid sick leave equal to the number of days the domestic worker would normally work during a period of six weeks.

(3) Despite sub-clause (2) during the first six months of work, a domestic worker is entitled to one day's sick leave for every 26 days worked.

(4) An employer may, during the domestic worker's first leave cycle, reduce the domestic worker's entitlement to sick leave in terms of sub-clause (2) by the number of days' sick leave taken in terms of sub-clause (3).

(5) Where an employer, at the request of the domestic worker, pays fees for a domestic worker's hospital or medical treatment, the fees paid may be set off against the worker's pay.

(6) An employer may require a domestic worker who has been absent from work for more than two consecutive days or on more than two occasions during an eight-week period to produce a medical certificate before paying the domestic worker in terms of this clause.

(7) The medical certificate in terms of sub-clause (6) must—

- (a) be issued and signed by a medical practitioner, a traditional healer, a professional nurse who is authorised to issue certificates, or any other person who is certified to diagnose and treat patients and is registered with a professional council, established by an Act of Parliament; and
- (b) state that the domestic worker was unable to work for the duration of the domestic worker's incapacity.

(8) If it is not reasonably practicable for a domestic worker who lives on the employer's premises to obtain a medical certificate, the employer may not withhold payment in terms of this clause unless the employer provides reasonable assistance to the domestic worker to obtain the certificate.

21. Family responsibility leave.—(1) This clause applies to a domestic worker—

- (a) who has been employed by an employer for longer than four months; and
- (b) who works on at least four days a week for that employer.

(2) An employer must grant a domestic worker, during each 12 months of employment, at the request of the domestic worker, five days' leave, which the domestic worker is entitled to take—

- (a) when the domestic worker's child is born;
- (b) when the domestic worker's child is sick; or
- (c) in the event of the death of—
 - (i) the domestic worker's spouse or life partner; or
 - (ii) the domestic worker's parent, adoptive parent, grandparent, child, adopted child, grandchildren or sibling.

(3) A domestic worker may take family responsibility leave in respect of the whole or part of the day.

(4) Subject to sub-clause (5), an employer must pay a domestic worker for a day's family responsibility leave

- (a) the wage the domestic worker would normally have received for work on that day; and
- (b) on the domestic worker's usual payday.

(5) Before paying a domestic worker for leave in terms of this clause, an employer may require reasonable proof of an event contemplated in sub-clause (2) for which the leave was required.

(6) A domestic worker's unused entitlement to leave in terms of this clause lapses at the end of the annual leave cycle in which it accrues.

22. Maternity leave¹.—(1) A domestic worker is entitled to at least four consecutive months' maternity leave.

(2) A domestic worker may commence maternity leave—

- (a) at any time from four weeks before the expected date of birth, unless otherwise agreed; or
- (b) on a date from which a medical practitioner or a midwife certifies that it is necessary for the domestic worker's health or that of her unborn child.

(3) A domestic worker may not work for six weeks after the birth of her child, unless a medical practitioner or midwife certifies that she is fit to do so.

(4) A domestic worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child is entitled to maternity leave for six weeks after the miscarriage or stillbirth, whether or not the domestic worker had commenced maternity leave at the time of the miscarriage or stillbirth.

(5) A domestic worker must notify an employer in writing, unless the domestic worker is unable to do so, of the date on which the domestic worker intends to—

- (a) commence maternity leave; and
- (b) return to work after maternity leave.

(6) Notification in terms of sub-clause (5) must be given—

- (a) at least four weeks before the domestic worker intends to commence maternity leave;
- (b) if it is not reasonably practicable to do so, as soon as is reasonably practicable.

(7) No employer may require or permit a pregnant domestic worker or a domestic worker who is nursing her child to perform work that is hazardous to her health or the health of her child.

PART F:
PROHIBITION OF CHILD LABOUR AND FORCED LABOUR

23. Prohibition of child labour and forced labour.—(1) No person may employ as a domestic worker a child—

- (a) who is under 15 years of age; or
 - (b) who is under the minimum school leaving age in terms of any law, if this is 15 or older.²
- (2) No person may employ a child³ in an employment—
- (a) that is inappropriate for a person of that age;
 - (b) that places at risk the child's well being, education, physical or mental health, or spiritual, moral or social development.
- (3) An employer must maintain for three years a record of the name, date of birth and address of every domestic worker under the age of 18 years employed by them.
- (4) Subject to the Constitution of the Republic of South Africa, all forced labour is prohibited.
- (5) No person may, for their own benefit or for the benefit of someone else cause, demand or impose forced labour in contravention of sub-clause (4).
- (6) A person who employs a child in contravention of sub-clause (1) and (2) or engages in any form of forced labour in contravention of sub-clauses (4) and (5) commits an offence in terms of sections 46 and 48 of the Basic Conditions of Employment Act respectively, read with section 93 of that Act.

PART G: TERMINATION OF EMPLOYMENT

24. Termination of employment.—(1) A contract of employment terminable at the instance of a party to the contract may be terminated only on notice of not less than—

- (a) one week, if the domestic worker has been employed for six months or less;
- (b) four weeks, if the domestic worker has been employed for more than six months.

(2) The employer and domestic worker may agree to a longer notice period but the agreement may not require or permit a domestic worker to give a period of notice longer than that required of the employer.

(3) (a) Notice of termination of contract of employment must be given in writing except when it is given by an illiterate domestic worker;

(b) If a domestic worker who receives notice of termination is not able to understand it, the notice must be explained orally by, or on behalf of, the employer to the domestic worker in an official language the domestic worker reasonably understands.

(4) Notice of termination of a contract of employment given by an employer must—

- (a) not be given during any period of leave to which the domestic worker is entitled in terms of clause 17 (1);
- (b) not run concurrently with any period of leave to which the domestic worker is entitled in terms of this determination, except sick leave.

(5) Nothing in this clause affects the right of—

- (a) a dismissed domestic worker to dispute the lawfulness or fairness of the dismissal in terms of Chapter VIII of the Labour Relations Act, 1995, or any other law; and
- (b) an employer or a domestic worker to terminate a contract of employment without notice for any cause recognized by law.

(6) Instead of giving a domestic worker notice in terms of this clause, an employer may pay the domestic worker the full pay the domestic worker would have received if the domestic worker had worked during the notice period.

(7) If a domestic worker gives notice of termination of employment, and the employer waives any part of the notice, the employer must pay the full pay referred to in sub-clause (6), unless the employer and domestic worker agree otherwise.

25. Payment on termination.—(1) On termination of employment, an employer must pay a domestic worker all monies due to the domestic worker for any—

- (a) wages, allowance or other payments that have not been paid;
- (b) paid time-off that the domestic worker is entitled to in terms of clause 12 or 17 that the domestic worker has not taken;
- (c) leave in terms of clause 19 that the domestic worker has not taken, irrespective of whether the domestic worker has completed an annual leave cycle or year of service, unless the domestic worker has not been employed longer than four months.

(2) For the purposes of clause 25 (1) (c), a domestic worker is entitled to be paid in respect of any period for which leave was not granted—

- (i) one week's wages for every four months worked; or
- (ii) one day's wages in respect of every 17 days on which the domestic worker worked or was entitled to be paid.

26. Accommodation on termination.—(1) If the employer of a domestic worker who resides at the workplace or in other accommodation supplied by the employer terminates the contract of employment of that domestic worker before the date on which the employer was entitled to do so in terms of this clause, the employer is required to provide the domestic worker with accommodation for a period of one month or if it is a longer period, until the contract of employment could lawfully have been terminated.

(2) If a domestic worker elects to remain in accommodation in terms of sub-clause (8) after the employer has terminated the domestic worker's contract of employment in terms of this clause, the employer may deduct for that period 10% of the amount the employer is required to pay in terms of this clause as the value of the accommodation.

27. Severance pay.—(1) For the purposes of this clause, "operational requirements" means requirements based on the economic, technological, structural or similar needs of an employer.⁴

(2) An employer must pay a domestic worker who is dismissed for reasons based on the employer's operational requirements severance pay equal to at least one week's full pay for each completed year of continuous service with that employer.

(3) A domestic worker who unreasonably refuses to accept the employer's offer of alternative employment with that employer or any other employer, is not entitled to severance pay in terms of sub-clause (2).

(4) The payment of severance pay in compliance with this clause does not affect a domestic worker's right to any other amount payable according to law.

(5) If there is a dispute only about the entitlement to severance pay in terms of this clause, the domestic worker may refer the dispute in writing to the CCMA.

28. Certificate of service.—On termination of employment, a domestic worker is entitled to a certificate of service stating—

- (a) the domestic worker's full name;
- (b) the name and address of the employer;
- (c) the date of commencement and date of termination of employment;
- (d) the title of the job or brief description of the work for which the domestic worker was employed at the date of termination;
- (e) any relevant training received by the domestic worker;
- (f) the pay at date of termination; and
- (g) if the domestic worker requests, the reason for termination of employment.

29. Employment services.—(1) A domestic worker whose services have been provided by an employment service is employed by that employment service for the purposes of this determination if the employment service pays the domestic worker.

(2) An employment service contemplated in sub-clause (1) and the client are jointly and severally liable if the employment service, in respect of a domestic worker who provides services to that client, does not comply with the determination or any provision of the Basic Conditions of Employment Act.

30. Keeping of sectoral determination.—Every employer on whom this sectoral determination is binding must keep a copy of the sectoral determination or an official summary available in the workplace in a place to which the domestic worker has access.

31. What words mean in this determination.—Any expression in this determination, which is defined in the Basic Conditions of Employment Act and is not defined in this clause, has the same meaning as in that Act and—

"**agreement**" includes a collective agreement;

"**Basic Conditions of Employment Act**" means Basic Conditions of Employment Act, 1997 (Act 75 of 1997);

"**child**" means a person who is under 18 years of age;

"**day**" means, for the purposes of measuring hours of work, a period of 24 hours measured from the time when the domestic worker normally commences work;

"**dispute**" includes an alleged dispute;

"**domestic worker**" means any domestic worker or independent contractor who performs domestic work in a

private household and who receives, or is entitled to receive, pay and includes—

- (a) a gardener;
- (b) a person employed by a household as a driver of a motor vehicle; and
- (c) a person who takes care of children, the aged, the sick, the frail or the disabled;
- (d) domestic workers employed or supplied by employment services;

“employment service” means any person who recruits, procures or provides domestic workers for clients in return for payment, regardless of which party pays the domestic worker;

“full pay” means wages, overtime pay, allowances and any other payment in money that a domestic worker is entitled to in consequence of their employment;

“incapacity” means inability to work owing to sickness or injury;

“night work” means work performed after 18:00 and before 06:00 the next day;

“ordinary hours of work” means the hours of work permitted in terms of clause 10;

“overtime” means the time that the domestic worker works during a day or in a week in excess of ordinary hours of work;

“paid leave” means any annual leave, paid sick leave or family responsibility leave that a domestic worker is entitled to in terms of Part E of this determination;

“public holiday” means any day that is a public holiday in terms of the Public Holiday Act, 1994 (Act No. 36 of 1994);

“wage” means the amount of money paid or payable to a domestic worker in respect of ordinary hours of work or, if they are shorter, the hours a domestic worker normally works in a day or week;

“week” in relation to a domestic worker, means the period of seven days within which the working week of that domestic worker normally falls;

“workplace” means any place where domestic workers work.

ANNEXURES

Annexure 1

GUIDELINES ON WRITTEN PARTICULARS OF EMPLOYMENTS

1. Notice period and termination of employment

In terms of the Sectoral Determination, any party to an employment contract must give written notice, except when an illiterate domestic worker gives it, as follows:

- One week, if employed for six months or less.
- Four weeks if employed for more than six months.

Notice must be explained orally by or on behalf of the employer to a domestic worker if he/she is not able to understand it.

The employer is required to provide the domestic worker who resides in accommodation that is situated on the premises of the employer or that is supplied by the employer, with accommodation for a period of one month, or if it is a longer period, until the contract of employment could lawfully have been terminated.

All monies due to the domestic worker for any wages, allowance or other payments that have not been paid, paid time-off not taken and pro-rata leave must be paid.

2. Procedure for termination of employment

Whilst the contract of employment makes provision for termination of employment, it must be understood that the services of an employee may not be terminated unless a valid and fair reason exists and fair procedure is followed. If an employee is dismissed without a valid reason or without a fair procedure, the employee may approach the CCMA for assistance.

Pro-rata leave and severance pay might be payable.

In the event of a domestic worker being unable to return to work due to disability, the employer must investigate the nature of the disability and ascertain whether or not it is permanent or temporary. The employer must try to accommodate the employee as far as possible for example, amending or adapting their duties to suit the disability.

However, in the event of it not being possible for the employer to adapt the domestic workers duties and/or to find alternatives, then such employer may terminate the services of the domestic worker.

The Labour Relations Act, No. 66 of 1995 sets out the procedures to be followed at the termination of services in the Code of Good Practice, in Schedule 8.

3. Wage/Remuneration/Payment

There is a prescribed minimum rate of remuneration. Additional payments (such as for overtime or work on Sundays or Public Holidays) are calculated from the total remuneration as indicated in clause 5.3 of the contract. The total remuneration is the total of the money received by the employee and the payment in kind, which may not be more than 10% of the wage for accommodation.

4. Transport allowances, bonuses, increases

Sectoral Determination 7: Domestic Sector, South Africa does not regulate these and are therefore open to negotiation between the parties.

5. Hours of work

5.1 Normal hours (excluding overtime):

A domestic worker may not be made to:

- work more than 45 hours a week;
- work more than nine hours per day for a five day work week;
- work more than eight hours a day for a six day work week; and

5.2 Overtime: A domestic worker may not work more than 15 hours' overtime per week but may not work more than 12 hours on any day, including overtime.

Overtime must be paid at 1.5 times the employee's normal wage or an employee may agree to receive paid time off.

5.3 Daily and weekly rest periods:

5.3.1 A daily rest period of 12 consecutive hours and a weekly rest period of 36 consecutive hours, which must include Sunday, unless otherwise agreed, must be allowed.

5.3.2 The daily rest period may by agreement be reduced to 10 hours for an employee who lives on the premises whose meal interval lasts for at least three hours.

5.3.3 The weekly rest period may by agreement be extended to 60 consecutive hours every two weeks or be reduced to eight hours in any week if the rest period in the following week is extended equivalently.

5.4 Standby:

5.4.1 Standby means any period between 20:00 and 06:00 the next day when a domestic worker is required to be at the workplace and is permitted to rest or sleep but must be available to work if necessary.

5.4.2 May only done if it is agreed in writing and on not more than five times per month must be compensated by the payment of an allowance of at least R20,00 per shift.

5.5 Night work - after 18:00 and before 06:00: Worked only if agreed to in writing and must be compensated by an allowance and if the domestic resides at the workplace or transport is available.

6. Meal intervals

A domestic worker is entitled to a one-hour break for a meal after not more than five hours' work. Such interval may be reduced to 30 minutes, by agreement between the parties. When a second meal interval is required because of overtime worked, it may be reduced to not less than 15 minutes.

If required or permitted to work during this period, remuneration must be paid.

7. Sunday work

Work on Sundays is voluntary and a domestic worker can therefore not be forced to work on a Sunday.

If the employee works on a Sunday he/she shall be paid double the daily wage.

If the employee ordinarily works on a Sunday he/she shall be paid one and one-half time the wage for every hour worked. Paid time off in return for working on a Sunday may be agreed upon.

8. Public Holidays

The days mentioned in the Public Holidays Act must be granted but the parties can agree to further public holidays. Work on a public holiday is entirely voluntary and a domestic worker may not be forced to work on such public holiday.

The official public holidays are:

New Years Day
Human Rights Day
Good Friday
Family Day
Freedom Day
Workers Day

Youth Day
National Woman's Day
Heritage Day
Day of Reconciliation
Christmas Day
Day of Goodwill

Any other day declared an official public holiday from time to time should also be granted.

These days can be exchanged for any other day by agreement.

If the employee works on a public holiday he/she shall be paid double the normal day's wage.

9. Annual Leave

Annual leave may not be less than three weeks per year for full-time workers or by agreement, one day for every 17 days worked or one hour for every 17 hours worked. The leave must be granted not later than six months after completion of the period of 12 consecutive months of employment. The leave may not be granted concurrent with any period of sick leave, nor with a period of notice of termination of the contract of employment.

10. Sick leave

During every sick leave cycle of 36 months an employee is entitled to an amount of paid sick leave equal to the number of days the employee would normally work during a period of six weeks.

During the first six months of employment, an employee is entitled to one day's paid sick leave for every 26 days worked.

The employer is not required to pay an employee if the employee has been absent from work for more than two consecutive days or on more than two occasions during an eight-week period and, on request by the employer, does not produce a medical certificate stating that the employee was unable to work for the duration of the employee's absence on account of sickness or injury.

11. Maternity leave

The employee is entitled to at least four consecutive months' maternity leave. The employer is not obliged to pay the domestic worker for the period for which she is off work due to her pregnancy. However the parties may agree that the domestic worker will receive part of or her entire salary/wage for the time that she is off due to pregnancy.

12. Family responsibility leave

Employees employed for longer than four months and for at least four days a week are entitled to take five days' paid family responsibility leave during each leave cycle when the employee's child is born, or when the employee's child is sick or in the event of the death of the employee's spouse or life partner or parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

13. Deduction from the remuneration

The Sectoral Determination prohibits an employer from deducting any monies from the worker's wages without his/her written permission.

A deduction of not more than 10% of the wage may be deducted for a room or other accommodation provided it is kept in a good condition, has at least one window and a door, which can be locked, and he/she has access to a bathroom.

14. Other issues

There are certain other issues which are not regulated by the Sectoral Determination such as probationary periods, right of entry to the employer's premises, afternoons off, weekends off and pension schemes, medical aid schemes, training/school fees, funeral benefits and savings account, however the aforementioned may be negotiated between the parties and included in the contract of employment.

15. Prohibition of Employment

The Sectoral Determination prohibits employment of any person under the age of 15 and it is therefore important for an employer to verify the age of the domestic worker by requesting a copy of the identity document or birth certificate.

16. Other conditions of employment

There is no provision which prevents any other conditions of employment being included in a contract of employment but any provision, which sets conditions, which are less favourable than those set by the Determination, would be invalid.

Given by:

(herein after referred to as "the employer")

Address of employer:

to

(herein after referred to as "the employer")

1. Commencement

Employment will begin on _____ and continue until terminated
as set out in clause 6 of the guidelines.

2. Place of work

3. Job description

Job Title

(e.g.. Domestic worker, child minder, gardener, etc)

4. Duties

See job description attached to the guidelines)

5. Hours of work (See Guideline 5)

5.1 Normal working hours will be _____ hours per week, made up as follows:

Monday/Tuesday/Wednesday/Thursday/Friday: _____ am to _____ pm

Meal intervals will be from: _____ to _____

Other breaks:

Saturdays: _____ am to _____ pm

Meal intervals will be from: _____ to _____

Other breaks:

Sundays: _____ am to _____ pm

Meal intervals will be from: _____ to _____

Other breaks:

5.2 Overtime will only be worked as agreed from time to time and will be paid

at the rate of one and a half times of the total wage as set out in clause 5.2 of the guidelines.

- 5.3 Standby will only be done if agreed from time to time whereby an allowance will be paid of at least R20,00 per standby shift.

6. Wages (See Guidelines 4 and 5)

- 6.1 The employees wage shall be paid in cash on the last working day of every week/month and shall be: R
- 6.2 The employee shall be entitled to the following allowances/other cash payments/payment in kind:
- 6.2.1 A weekly/monthly transport allowance of R
- 6.2.2 Meals per week/month to the value of R
- 6.2.3 Accommodation per week/month to the value of R
- 6.3 The following deductions are agreed upon: R
R
R
- 6.4 The total value of the above remuneration shall be (The total of clauses 5.1 to 5.2.3) R _____
(Modify or delete clauses 5.2.1 to 5.2.3 as needed)
- 6.5 The employer shall review the employee's salary/wage on or before 1 November of every year.

7. Termination of employment

Either party can terminate this agreement with one week's notice during the first six months of employment and with four weeks' notice thereafter. Notice must be given in writing except when it is given by an illiterate domestic worker. In the case where the domestic worker is illiterate notice must be explained orally by or on behalf of the employer.

8. Sunday work

Any work on Sundays will be by agreement between parties and will be paid according to clause 7 of the guidelines.

9. Public Holidays

Any work on holidays will be by agreement and will be paid according to clause 8 of the guidelines.

10. Annual Leave

The employee is entitled to three weeks' paid leave after every 12 months of continuous service. Such leave is to be taken at times convenient to the employer and the employer may require the employee to take his/her leave at such times as coincide with that of the employer.

11. Sick leave

- 11.1 During every sick leave cycle of 36 months the employee will be entitled to an amount of paid sick leave equal to the number of days the employee would normally work during a period of six weeks.
- 11.2 During the first six months of employment the employee will be entitled to one day's paid sick leave for every 26 days worked.
- 11.3 The employee is to notify the employer as soon as possible in case of

his/her absence from work through illness.

- 11.4 A medical certificate may be required if absent for more than 2 consecutive days or has been absent on more than two occasions during an eight-week period.

12. Maternity leave

(Tick the applicable clauses in the space provided)

- 12.1 The employee will be entitled to ~~two~~ months maternity leave without pay;
or
- 12.2 The employee will be entitled to months maternity leave
on pay

13. Family responsibility leave

The employee will be entitled to five days' family responsibility leave during each leave cycle if he or she works on at least four days a week.

14. Accommodation

(Tick the applicable boxes)

- 14.1 The employee will be provided with accommodation for as long as the employee is in the service of the employer, and which shall form part of his/her remuneration package.
- 14.2 The accommodation may only be occupied by the worker, unless prior arrangement with the employer.
- 14.3 Prior permission should be obtained for visitors who wish to stay the night. However where members of the employee's direct family are visiting, such permission will not be necessary.

15. Clothing *(Delete this clause if not applicable)*

sets of uniforms will be supplied to the employee free of charge by the employer and will remain the property of the employer.

16. Other conditions of employment or benefits

17. General

Any changes to the written particulars will only be valid if agreed to by both parties.

EMPLOYER

Acknowledgement of receipt by employee:

Date:

JOB DESCRIPTION

Indicate functions required by a ✓ in the appropriate block


Child minding / baby sitting	<input type="checkbox"/>	Laundry – machine wash	<input type="checkbox"/>
Minding old/sick employer or relative	<input type="checkbox"/>	Laundry – hand wash	<input type="checkbox"/>
General tidying of house	<input type="checkbox"/>	Hanging out of laundry	<input type="checkbox"/>
Making of beds	<input type="checkbox"/>	Washing of curtains	<input type="checkbox"/>
Vacuuming of carpets	<input type="checkbox"/>	Ironing	<input type="checkbox"/>
Vacuuming of upholstery	<input type="checkbox"/>	Small mending job, e.g. replacing buttons, hems, etc	<input type="checkbox"/>
Dusting	<input type="checkbox"/>	Defrosting and cleaning fridge & freezer	<input type="checkbox"/>
Wiping down of all appliances e.g. T.V. etc	<input type="checkbox"/>	Cleaning of windows and glass doors inside and out	<input type="checkbox"/>
Cleaning of walls, light switches, doors etc	<input type="checkbox"/>	Cleaning of all used equipment e.g. vacuum cleaner	<input type="checkbox"/>
Cleaning of ornaments	<input type="checkbox"/>	Packing away of groceries	<input type="checkbox"/>
Cleaning of toilets, basins, baths, showers, taps etc.	<input type="checkbox"/>	Removal of refuse for collection	<input type="checkbox"/>
Mopping of tiled/vinyl floors	<input type="checkbox"/>	Sweeping of outside patios, steps, etc	<input type="checkbox"/>
Cleaning of inside of cupboards	<input type="checkbox"/>	Wiping down of outside lights	<input type="checkbox"/>
Cleaning of stove and oven	<input type="checkbox"/>	Cleaning of outside rooms and cloakroom	<input type="checkbox"/>
Preparation/cooking of breakfast	<input type="checkbox"/>	General driving duties and errands	<input type="checkbox"/>
Preparation/cooking of lunch	<input type="checkbox"/>	Wash cars	<input type="checkbox"/>
Preparation/cooking of supper	<input type="checkbox"/>	Maintain garden in clean and tidy condition	<input type="checkbox"/>
Setting of table	<input type="checkbox"/>	Caring for pool	<input type="checkbox"/>
Cleaning away after breakfast/lunch/supper	<input type="checkbox"/>	Mow lawns	<input type="checkbox"/>
Polishing of floors and verandahs	<input type="checkbox"/>	Weeding	<input type="checkbox"/>
Cleaning brass and silver	<input type="checkbox"/>	Trimming and pruning	<input type="checkbox"/>
Washing of Walls	<input type="checkbox"/>	Washing and grooming of dogs	<input type="checkbox"/>
Other	<input type="checkbox"/>	Painting of walls	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Annexure 4
PAYSLIP**

**SECTORAL DETERMINATION 7:
DOMESTIC WORKER SECTOR,
SOUTH AFRICA**

Clause 5

READ THIS FIRST



WHAT IS THE PURPOSE OF THIS FORM?

This form is a record of information about remuneration.

WHO FILLS IN THIS FORM?

The employer.

WHERE DOES THIS FORM GO?

To the employee.

INSTRUCTIONS

This information must be given to a domestic worker with her remuneration in a sealed envelope—

- At the workplace or at a place agreed to by the employee; and
- During the employee's ordinary working hours or within 15 minutes of the commencement or

NAME OF EMPLOYER:

ADDRESS:

NAME OF EMPLOYEE:

ID NO:

OCCUPATION/GRADE:

PAY PERIOD: FROM

TO

BASIC WAGE:

MANNER OF PAYMENT:
(Tick applicable block)

- per hour per day
 per week per fortnight
 per month

Rate No of hours Rand earned

Ordinary hours worked

Overtime worked

Sundays time worked

Public holidays time worked

Payment in kind

Standby

Allowances (specify)

SUBTOTAL

R

conclusion of those hours.

- The full value of remuneration including payment in kind must be specified.
- *This is only a model and not a prescribed form.* Completing a document in another format containing the same information is sufficient compliance with this clause.

DEDUCTIONS: P.A.Y.E.
UNION

OTHER (Full details)

SUBTOTAL R


TOTAL AMOUNT DUE R

Annexure 5
CERTIFICATE OF SERVICE

SECTORAL DETERMINATION 7: DOMESTIC WORKER SECTOR, SOUTH AFRICA

Clause 28

READ THIS FIRST



WHAT IS THE PURPOSE OF THIS FORM?

This form is proof of employment with an employer.

WHO FILLS IN THIS FORM?

The employer.

WHERE DOES THIS FORM GO?

To the employee.

INSTRUCTIONS

This form may be issued upon termination of employment.

NOTE

In terms of clause 28(g) the reason for termination of employment must only be given if requested by the employee.

This is only a model and not a prescribed form. Completing a document in another format containing the same information is sufficient compliance with the regulation.

I _____
(name and designation of person)
of _____
(full name of employer)
address: _____

_____ declare that
(full name of employee)

_____ (I.D no.)
was in employment
from _____ until _____
as _____
(type of work/occupation)

any other information

On termination of service this employee was earning:
R _____ (amount in words)

per hour per day per week
 per fortnight per month per year

Employer's signature _____ Date _____

Footnotes

- 1 In terms of section 187 (1) (e) of the Labour Relations Act, 1995, the dismissal of an employee on account of her pregnancy, intended pregnancy, or any reason related to her pregnancy, is automatically unfair. The definition of dismissal in section 186 of the Labour Relations Act, 1995, includes the refusal to allow an employee to resume work after she has taken maternity leave in terms of any law, collective agreement or her contract. With effect from 1 April 2003, domestic workers will be covered by the Unemployment Insurance Act, 2001 and will be entitled to claim maternity benefits in terms of that Act.
- 2 Section 31 (1) of the South African Schools Act, 1996 (Act No. 84 of 1996), requires every parent to cause every learner for whom he or she is responsible to attend a school until the last school day of the year in which the learner reaches the age of 15 or the ninth grade, whichever is the first.
- 3 This applies to children under 18 years of age.

- 4 Illustrative examples of the employers' "operational requirements" include if the employer moves to another city or country; if the employer is no longer able to afford a domestic worker; if a child no longer requires a child-minder; if an employer moves to a smaller house and as a result no longer requires a domestic worker.
- 5 These guidelines are not meant to be a complete summary of the Sectoral Determination and/or legal advice. Should there be any doubt as to rights and/or obligations in terms of this determination or written particulars of employment, such queries can be directed to the local office of the Department of Labour, who will gladly assist.