

**MINISTRY OF LABOUR AND EMPLOYMENT**

**TITLE:** Contract of Foreign Service in respect of Lesotho citizens recruited to work outside Lesotho

**PREAMBLE:** This contract shall be read in conjunction with section 153 to 164 of the Labour Code Order No.24 of 1992. It shall apply in respect of every contract of Foreign Service in the Agricultural Sector.

The contract shall be valid upon signature by the parties in the presence of the Attesting Officer.

RSA Department of Home Affairs permit to introduce people to work in South Africa (reference no.).....

Province or District where issued.....

Date issued.....

Labour Agent's license PARTX OF LABOUR CODE ORDER NO.24 OF 1992

License Number.....Date issued..... Place

issued.....District of operation.....

Fax no. ----- Telephone no.: .....

**NB.** When the contract is being terminated the employer undertakes to report to the nearest Lesotho Consulate Office or the District Labour Office where the contract was attested in Lesotho and certify that all rights of the employee under the contract, including payment of wages, workmen's compensation benefits and all repatriation expenses have been fulfilled

**WRITTEN PARTICULARS OF EMPLOYEMNT**

Given by:

\_\_\_\_\_  
(herein after referred to as "the employer")

Address of employer:	
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to

\_\_\_\_\_  
(herein after referred to as "the employee")

<p><b>Particulars of the employee</b></p> <p>Village.....</p> <p>Passport no.....</p> <p>Ward Chief.....</p> <p>Headman.....</p> <p>Name and Address of Next of Kin of the employee.....</p> <p>Age of the employee.....</p> <p>Sex.....</p>
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- 1. Commencement**  
Employment started/will start on ..... and continue until terminated in terms of section 161, 162 and 163 of the Labour Code Order 1992..
- 2. Place of work** .....
- 3. Job description**  
Job Title Farm Worker : .....  
Tractor driver/truck driver/general worker etc.  
Summary of Duties:  
.....  
.....  
.....

- 4. Hours of work**  
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: ..... a.m to ..... pm Meal intervals will be from: ..... to .....

Other breaks: .....

Sundays: ..... am to ..... pm Meal intervals will be from:..... to .....

**Other breaks:** .....

- 4.2 Hours of work will be extended with by not more than five hours per week during a period of not more than four months and reduced by the same hours during a period of the same duration in the same twelve-month period
- 4.3 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.

**5. Wage**

5.1	The employees wage shall be paid in cash on the last working day of every week/month and shall be:	R.....
5.2	The employee shall be entitled to the following allowances/other cash payments/payment in kind:	
5.3	5.2.2 Accommodation per week/month to the value of:	R.....
	5.2.3 Food per week/month to the value of:	R.....
	<b>The following deductions are agreed upon:</b>	R.....
	.....	R.....
	.....	R.....
	.....	R.....
5.4	The total value of the above remuneration shall be	R.....

5.5 The employer shall review the employee’s salary/wage on or before 1 March of every year.

**6. Termination of employment**

Either party can terminate this agreement with one week’s notice during the first six months of employment and with four week’s notice there after. Notice must be given in writing except when it is given by an illiterate farm worker. In the case where the farm worker is illiterate notice must be explained orally by or on behalf of the employer. On giving notice of termination of employment the employer is to provide the employee who resides in accommodation that belongs to the farmer accommodation for a period of a month. A farmer is also obliged to allow the farm worker who has standing crops on the land a reasonable time to harvest the crop or the farmer may pay the worker an agreed amount for that crop.

**6.1 Repatriation**

The employer undertakes to incur the expenses of repatriating any employee who has been brought to the place of employment by the employer or by a person acting on behalf of such employer , to the employee’s place of engagement under the provisions of sections 150 and 151 and sections 159 and 160 of the Lesotho Labour Code Order 1992.

**7. Sunday work**

Any work on Sundays will be by agreement between the parties and will be paid double the normal day’s wage.

**8. Public Holidays**

Any work on public holidays will be by agreement between the employer and the employee. 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 farm worker may not be forced to work on such public holiday. These days can be exchanged for any other day by agreement.

**9. 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.

**10. Sick leave**

10.1 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.

- 10.2 During the first six months of employment the employee will be entitled to one day's paid sick leave for every 26 days worked.
- 10.3 The employee is to notify the employer as soon as possible in case of his/her absence from work through illness.
- 10.4 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.

**11. Maternity leave** (*Tick the applicable clauses in the space provided*).

11.1	The employee will be entitled to ..... months maternity leave without pay; or	<input type="checkbox"/>
11.2	The employee will be entitled to ..... months maternity leave on ..... pay	<input type="checkbox"/>

**12. Family responsibility leave**

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

**13. Accommodation** (*Tick the applicable boxes*).

13.1	The employee will be provided with accommodation for as long as the employee is in the service of the employer, which shall form part of his/her remuneration package.	<input type="checkbox"/>
13.2	The accommodation may only be occupied by the worker and his/her immediate family, unless by prior arrangement with the employer.	<input type="checkbox"/>
13.3	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.	<input type="checkbox"/>

**14. Clothing** (*Skip this clause if not applicable*)

..... sets of uniforms/protective clothing will be supplied to the employee free of charge by the employer and will remain the property of the employer.  
 ..... sets of boots/gumboots will be supplied to the employee free of charge by the employer and will remain the property of the employer.  
 ..... will be supplied to the employee free of charge by the employer and will remain the property of the employer.

**15. Other conditions of employment or benefits:** they may include probationary periods, pension schemes, medical aid schemes, training/school fees, funeral benefits and savings account.

.....

**16. General**

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

.....  
 Employer's Name and Signature

.....  
 Employee's Name and Signature

Attesting Officer.....

**FOR OFFICE USE:**

Attestation of M10.15 has been paid                      YES                      NO (*tick where appropriate*)

**OFFICIAL DATE STAMP:**