**EMPLOYMENT CONTRACT**

**Employers of domestic employees in the United States may wish to use the State Department’s employment contract template as it includes all contract terms required by the Department.**

**PARTIES:**

**EMPLOYER**:

**SURNAME**: **GIVEN NAME:**

**RESIDENCE ADDRESS:**

**EMPLOYEE**:

 **LAST NAME:** **GIVEN NAME:**

**DATE OF BIRTH**:

 IS THE EMPLOYEE EMPLOYER-RELATED?  **YES NO**

 IF YES, SAY THE TYPE OF RELATIONSHIP:

 HAS THE EMPLOYEE PREVIOUSLY WORKED FOR THE EMPLOYER? **YES** **NO**

 HAS THE EMPLOYEE PREVIOUSLY WORKED AS A DOMESTIC WORKER? **YES** **NO**

**GENERAL PROVISIONS:**

1. Two identical copies of this contract will be signed by the parties, and each party will receive a copy of the contract. Any changes to the work contact must be in writing and signed by both parties. The EMPLOYER will quickly send an updated copy of the contact to its foreign mission or international organization, which will share it with the State Department.

 This contact is written in Spanish, which is a language understood by the EMPLOYEE. A precise English translation is attached to the contract.

1. Expected start date of employment:
2. THE EMPLOYER undertakes to comply with all federal, state, and local laws in the United States.
3. THE EMPLOYER undertakes not to take possession, control or otherwise deny the EMPLOYEE's access to the passport, visa, employment contact, State Department waiver card, if applicable, or any other document or personal property of the EMPLOYEE for any reason.

NOTE: In general, EMPLOYERS must hold a position as a senior officer or deputy chief officer or bear the rank of minister or senior. EMPLOYERS who do not hold such a position must demonstrate the ability to pay the EMPLOYEE the applicable federal, state, or local minimum wage.

1. THE EMPLOYER agrees not to charge the EMPLOYEE any fees associated with the employee's hiring or to deduct from the EMPLOYEE's salary any amount to cover such hiring fees.
2. The EMPLOYER agrees to pay the costs of the EMPLOYEE's travel from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, to the United States at the beginning of employment without deducting the costs of the EMPLOYEE's salary or using any other means to recover such costs.
3. The EMPLOYER agrees to pay the cost of the EMPLOYEE's travel from the United States at the end of employment (for any reason) to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ without deducting the costs of the EMPLOYEE's salary or using any means to recover such costs.
4. The EMPLOYER agrees to pay any other travel costs required of the EMPLOYEE by the EMPLOYER without deducting these costs from the EMPLOYEE's salary or by using any other means to recover the costs.
5. THE EMPLOYER undertakes to comply with any registration requirement of the State Department and to submit through its foreign mission or international organization all applications to extend the status of the EMPLOYEE in sufficient time to allow such applications to be processed before the expiration ofI-94.
6. The EMPLOYEE agrees to leave the United States at the end of the employment period consistent with U.S. immigration law.

**DESCRIPTION OF DUTIES**

1. The EMPLOYEE is hired to perform the following functions for the EMPLOYER:
	* Nursery
	* Domestic areas
	* Cook
	* Gardening
	* Other duties (specify)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
	* Other duties (specify)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. THE EMPLOYER and EMPLOYEE agree that the EMPLOYEE is not authorized to work for another employer, and the EMPLOYER will not require any other employment beyond the terms of this contract.
3. The EMPLOYEE will be one of *(place total number of domestic employees*) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ domestic employees hired by the EMPLOYER.

**HOURS OF WORK**

*Note: State/local law may regulate working hours, including breaks, and the EMPLOYER must ensure compliance with all applicable laws.*

1. Typically, the EMPLOYEE works\_\_\_\_\_\_\_\_\_\_ hours a week. The EMPLOYER will provide the EMPLOYEE with a minimum of **35 hours of work each week.**
2. The EMPLOYEE will receive at least one full day off each week \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
3. Although the normal working week schedule is set below, the EMPLOYER and EMPLOYEE agree that the EMPLOYEE may sometimes be required to work a different schedule than normal working hours.

Regardless of the schedule worked, THE EMPLOYER agrees to pay the EMPLOYEE for all hours worked in accordance with the following wage terms contacted and in accordance with U.S. law.

1. The employee's normal schedule will be:

|  |  |  |
| --- | --- | --- |
| **LABOR WEEK** | **DAILY BREAKS** |  **TOTAL HOURS** |
| **Sunday** | **Home: \_\_\_\_\_\_\_\_****Final: \_\_\_\_\_\_\_\_** | **Home: \_\_\_\_\_\_\_\_****Final: \_\_\_\_\_\_\_\_** | *Place total hours* |
| **Monday** | **Home: \_\_\_\_\_\_\_\_****Final: \_\_\_\_\_\_\_\_** | **Home: \_\_\_\_\_\_\_\_****Final: \_\_\_\_\_\_\_\_** | *Place total hours* |
| **Tuesday** | **Home: \_\_\_\_\_\_\_\_****Final: \_\_\_\_\_\_\_\_** | **Home: \_\_\_\_\_\_\_\_****Final: \_\_\_\_\_\_\_\_** | *Place total hours* |
| **Wednesday** | **Home: \_\_\_\_\_\_\_\_****Final: \_\_\_\_\_\_\_\_** | **Home: \_\_\_\_\_\_\_\_****Final: \_\_\_\_\_\_\_\_** | *Place total hours* |
| **Thursday** | **Home: \_\_\_\_\_\_\_\_****Final: \_\_\_\_\_\_\_\_** | **Home: \_\_\_\_\_\_\_\_****Final: \_\_\_\_\_\_\_\_** | *Place total hours* |
| **Friday** | **Home: \_\_\_\_\_\_\_\_****Final: \_\_\_\_\_\_\_\_** | **Home: \_\_\_\_\_\_\_\_****Final: \_\_\_\_\_\_\_\_** | *Place total hours* |
| **Saturday** | **Home: \_\_\_\_\_\_\_\_****Final: \_\_\_\_\_\_\_\_** | **Home: \_\_\_\_\_\_\_\_****Final: \_\_\_\_\_\_\_\_** | *Place total hours* |

1. The EMPLOYER and EMPLOYEE agree that the EMPLOYEE will not be paid for sleep time and other periods when the EMPLOYEE is free from all functions and when the EMPLOYEE may leave the property or remain on the property, without work duties.
2. If the EMPLOYEE is required to work during his or her scheduled sleep time or other free time, this time period will be counted and compensated as hours worked. Any time that the EMPLOYEE is obliged to remain in the residence in case needed for work will be considered hours of work.
3. The EMPLOYEE is free to leave the EMPLOYER's residence during any non-working hours.

**HOLIDAYS AND VACATIONS**

*Note: State/local law may regulate holidays, and the EMPLOYER must ensure compliance with all applicable laws.*

* The EMPLOYEE **will** receive \_\_\_\_\_\_\_\_\_ days of paid sick leave during the qualifying year.
* The EMPLOYEE **will** not receive paid sick leave during the qualifying year.
* The EMPLOYEE **will** receive \_\_\_\_\_\_\_\_\_\_ days of paid leave during the calendar year.
* The EMPLOYEE **will** not receive paid vacation days during the calendar year.
* The EMPLOYEE **will** receive paid holidays \_\_\_\_\_\_\_\_\_ (e.g., national Independence Day, U.S. federal vacation, etc.) during the calendar year. Payment for holidays are: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* The **EMPLOYEE** will not receive paid holidays during the calendar year.

**WAGES, TAXES, DEDUCTIONS, PENSION, AND HEALTH INSURANCE**

1. THE EMPLOYER certifies that the hourly wage is at least the highest of the minimum wage under the U.S. federal state, or the local city law of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the state of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ . The EMPLOYER agrees to update the contract if the applicable minimum wage changes.
2. The EMPLOYER will pay the EMPLOYEE at the rate of$\_\_\_\_\_\_\_\_\_\_\_\_\_\_ per hour. Based on \_\_\_\_\_\_\_\_\_\_\_\_ working hours of the work week:
* The EMPLOYEE will be paid$ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **each** week at \_\_\_\_\_\_\_\_\_\_\_ (*choose one day)*
* The EMPLOYEE will be paid$ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **every other week** at \_\_\_\_\_\_\_\_\_\_\_ (*choose one day)*
1. In addition to the above wages, the EMPLOYER agrees to pay the EMPLOYEE $\_\_\_\_\_\_\_\_\_,per hour for all hours considered overtime under U.S. federal, state, or local law.
2. The EMPLOYEE agrees to open a bank account in the United States within 30 days of arrival to the United States and will provide proof of this to the State Department. The bank account will be in the name of the EMPLOYEE; neither the EMPLOYER nor any member of the EMPLOYER family or any mission member will have access to the EMPLOYEE's bank account. The EMPLOYER will help the EMPLOYEE open the bank account as needed.
3. After the first 30 days of employment, the EMPLOYER will pay all salaries by check or wire transfer to the EMPLOYEE's bank account. During the initial 30-day period, the EMPLOYER will give the EMPLOYEE a written receipt for any payment made in cash. After the down payment period, no cash payments will be made.
4. The EMPLOYER shall provide the EMPLOYEE with a payment receipt at the time of a salary payment, indicating hourly wages, overtime wages, the number of hours worked in the payment period, and deductions allowed to cover tax and social security obligations.
5. The EMPLOYER agrees that no money **will be** taken from the EMPLOYEE's salary, except as required by law.
6. The EMPLOYEE **will live in** the RESIDENCE of the EMPLOYER. The EMPLOYEE will receive free space and pension in addition to his salary. This means that at least adequate and reasonable accommodations will be provided to the EMPLOYEE, including a private bed and bathroom access, kitchen facilities and adequate food storage.

The EMPLOYEE **will not live in** the EMPLOYER's residence.

1. THE EMPLOYER and THE EMPLOYEE agree to follow all relevant tax and social security obligations.
2. The EMPLOYER **will** provide the EMPLOYEE with health insurance.

The EMPLOYER **will not provide** the EMPLOYEE with health insurance.

NOTE: The requirement to pay a higher overtime rate, usually time and a half, will depend on whether the EMPLOYEE lives in the residence or not and may vary depending on state or local law. However, regardless of overtime rate, all overtime must be compensated.

**POLICIES AGAINST HARASSMENT**

1. The EMPLOYEE has the right to a workplace free from intimidation, harassment, and abuse of any kind, and has the right to leave the job if bullied, harassed, or abused.
2. THE EMPLOYER should not prohibit the EMPLOYEE from reporting intimidation, harassment or abuse and must not retaliate in any way against the EMPLOYEE for asserting his or her legal rights.

 **DISMISSAL AND TERMINATION**

*Note: State/local law may regulate terminations, and the EMPLOYER must ensure compliance with all applicable laws.*

1. The EMPLOYER shall promptly notify the State Department, through the missions, of the resignation or termination of the EMPLOYEE.
2. The EMPLOYER or EMPLOYEE may terminate this contact with \_\_\_\_\_\_\_\_\_\_\_ (insert the number ofweeks) weeks’ notice, or the EMPLOYER may give the equivalent weeks of payment instead of notice to terminate this contract.
3. The EMPLOYER will pay all wages owed to the EMPLOYEE at the time of termination.

 **RECORD-KEEPING REQUIREMENTS**

1. The EMPLOYER shall keep an employment file, including at least the following records:
* Full name of the EMPLOYEE and, if applicable, social security number.
* EMPLOYEE Address.
* The hours work on each working day and the total hours worked each working week.
* Total wages paid each week to the EMPLOYEE, including the amount of overtime paid; and
* Copies of all employment contacts.
1. The EMPLOYER will keep all employment records for three years after the employee's termination of employment.
2. The EMPLOYER will keep the required records and understands that the State Department reserves the right to request proof of payment when there are questions about the proper compensation of a domestic employee.

NOTE: Proper record keeping is important to establish compliance with State Department domestic worker program requirements and to assist in future wage and earning disputes. If the EMPLOYER does not maintain the required documentation, the EMPLOYER understands that the Department may infer that the EMPLOYEE was not properly paid, and the EMPLOYER further understands that future sponsorship of domestic workers may not be permitted.

**OTHER TERMS AGREED BY EMPLOYER AND EMPLOYEE OR REQUIRED BY STATE OR LOCAL LAW**

1. THE EMPLOYER and EMPLOYEE may accept additional terms, but those terms must comply with U.S. federal, state, and local law and State Department policy.
2. The contract may not include a term requiring binding arbitration to resolve disputes under the employment contact.

*Note: EMPLOYERS should consult an attorney experienced in U.S. employment law who can help ensure compliance with federal, state, and local law.*

*Insert additional terms agreed by EMPLOYER and EMPLOYEE or required by state or local law, if applicable.*

**FINAL CLAUSE**

**EMPLOYER EMPLOYED**

**DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**SIGNATURE: \_\_\_\_\_** **\_\_ SIGNATURE: \_\_\_\_\_** **\_\_**

FINAL CLAUSE

EMPLOYER EMPLOYEE

DATE: DATE:

SIGNATURE: SIGNATURE: