

**Documents required for Domestic Employees of Diplomats and/or
Employees of Foreign National Governments or International
Organization assigned to the U.S. (4 FAM 41.22)**

A personal or domestic employee who accompanies or follows to join an employer who is seeking admission into, or, is already, in the United States in A1, A2, G1, G2, G3 or G4 nonimmigrant status must meet the following requirements for a visa:

- (1) The employee is going to the United States to perform a specific job and is capable and qualified to perform those duties; and
- (2) The employer and the employee have a signed employment contract, in both English and Spanish, which contains statements that the employer is guaranteed the U.S. minimum or prevailing wages, whichever is greater. In order to determine the wage, kindly see the following website: <http://www.flcdatacenter.com>. The Department of State believes that level 1 for maids and housekeeping cleaners; represents a fair wage for the purpose of a nonimmigrant visa issuance.
- (3) The employee understands his or her duties and rights regarding salary and working conditions.
- (4) Under prevailing practice, live-in domestics receive free room and board in addition to their salary.
- (5) Although the employer is not required to pay for medical insurance, the employer is responsible for ensuring that the employee does not become a public charge while in his or her employ.
- (6) The employer must pay the domestic's initial travel expenses to the United States, and subsequently to the employer's onward assignment, or to the employee's country of normal residence at the termination of the assignment.

See attached for sample contracts in English and Spanish

Contrato Para Servidores Domésticos de Diplomáticos o empleados de una Organización Internacional

Ambos Servidora Doméstica y Patrono nos comprometemos a lo siguiente:

1. La Sra. (ita) _____ recibirá el salario mínimo al nivel estatal donde preste sus servicios, o al nivel federal, **el que sea mayor.**

Número de horas de trabajo semanales: _____

Número de días feriados anuales: _____

Número de días vacacionales anuales _____

Número de días de enfermedad anuales: _____

Días regulares de descanso: _____

Salario a pagar mensualmente: \$ _____

2. La Sra.(ita) _____ se compromete a no aceptar ningún otro trabajo mientras esté laborando para el Patrono.
3. Yo, como Patrono, acuerdo no retenerle el pasaporte a la Sra. (rita) _____.
4. La Sra. (ita) _____ no será requerida a permanecer en el lugar de trabajo después de horas laborales (40 horas semanales), a menos que sean compensadas con el pago de horas extras.
5. Yo, como Patrono, seré responsable de pagar los gastos del viaje de la Sra. (ita) _____ de Costa Rica a los Estados Unidos y viceversa al terminar el contrato.

Firma Patrono

Fecha: _____

Firma Servidora Doméstica

Fecha: _____

Domestic Employee Contract for Employees of Diplomats or International Organizations

1. The employee, Mr./Ms. _____ will receive a guarantee to be compensated at the state of federal minimum or prevailing wage, whichever is greater.

Number of hours per workweek: _____

Number of yearly holiday days: _____

Number of yearly vacation days _____

Number of yearly sick days: _____

Monthly salary \$ _____

2. The employee, Mr./Ms. _____ promises to not accept any other employment while working for the employer.
3. The employer agrees to not withhold the passport of the employee.
4. Both the employer and employee understand that the employee cannot be required to remain on the premises after working hours (40 hours weekly) without monetary compensation.
5. The employer is responsible to pay travel costs for the employee from Costa Rica to the United States and return upon completion of the contract.

Signature of Employer

Date: _____

Signature of Employee

Date: _____