

## GUIDELINES FOR PREPARING EMPLOYMENT CONTRACTS FOR DOMESTIC EMPLOYEES IN THE U.S.

Applications for domestic servants, attendants, and/or personal employees hired by officials of Foreign Missions, international organizations, or U.S. Government Foreign Service personnel must present, in duplicate, a typewritten employment contract, dated and signed by the employer and the employee. As a basic minimum the contract must include the following specific items:

1. An agreement by the employer to abide by all federal, state, and local laws in the United States.
2. A guarantee that the employee will be compensated at the state or federal “minimum wage” or “prevailing wage,” whichever is higher. The state minimum wage and prevailing wages can be looked up on the state’s website. The federal minimum wage can be found at <http://www.dol.gov/esa/whd/minimumwage.htm>. As of July 24, 2009, the federal minimum wage is \$7.25 per hour. Prevailing wages are maintained by the U.S. Department of Labor and are broken down by occupation and metropolitan area. You can find prevailing wages at <http://www.flcdatacenter.com>. As an example, the prevailing wage for a child care worker (nanny) in Orlando, Florida would be a minimum of \$7.47 per hour.

(Note: You would state, for example: I agree to pay the employee the state or federal minimum wage or the prevailing wage, whichever is higher, but for the purposes of this contract I agree to pay US\$7.47/hour, which is the present prevailing wage for a nanny in Orlando, Florida.)

3. Details of the frequency and form of payment, the employee’s work duties, the weekly work hours, holidays, sick days, and vacation days.
4. A statement by the employee that he or she will not accept any other employment while working for the employer.
5. A statement by the employer that he or she will not withhold the passport, employment contract, or other personal property of the employee.
6. A statement indicating that both the employer and employee understand that the employee cannot be required to remain on the work premises after working hours without compensation.
7. The employer’s agreements to provide medical insurance for the employee.
8. The employer’s agreements to provide free transportation to and from the United States.
9. A statement as to the length of the contract and the conditions for terminating the contract. For example: “This contract will be valid from February 1, 2004, until February 1, 2005; it may be terminated by either party to the contract giving one month’s advance notice.”

Any other items mentioned in the contract are a private matter between the contracting parties as long as they do not conflict in any way with the required terms of the contract indicated above. Special overtime rates do not apply to live-in domestic employees. The standard workweek for such household employees is 44 hours and there are no special overtime rates.

Unless the employee is a native speaker of the English language, the contract must be prepared and submitted in the employee’s native language, as well as in English.

All applicants for visas as domestic employees must be interviewed personally by a consular officer. Ordinarily, either the sponsoring employer or his/her spouse will also be interviewed.

**Model Work Agreement**

Through the present instrument, Mr.(s) \_\_\_\_\_, Brazilian, married, \_\_\_\_\_ and bearer of ID \_\_\_\_\_ and of CPF \_\_\_\_\_, from now on designated **contracting party**, and Mrs. \_\_\_\_\_, Brazilian, \_\_\_\_\_, autonomous and bearer of ID \_\_\_\_\_ and Work Permit no. \_\_\_\_\_ of series \_\_\_\_\_, from now on designated **contracted party**, agree to observe the following contract:

**First clause**

The contracted party's work duties while in the United States are the following: \_\_\_\_\_;  
\_\_\_\_\_;  
the contracted party will work from \_\_:\_\_(am/pm) to \_\_:\_\_(am/pm) on the following days of the week: \_\_\_\_\_; the contracted party will receive days off, holidays, sick days, and vacation days according to the following schedule: \_\_\_\_\_.

**Second clause**

The contracting party agrees to abide by all federal, state, and local laws in the United States.

**Third clause**

The contracting party agrees to pay to the contracted party the state or federal minimum wage per hour, which is US\$ 7.25, or the prevailing wage per hour, whichever is higher, observing the labor legislation of all locations of the employment. The contracting party agrees to provide payment to the contracted party regularly, with the following interval (e.g. once per week): \_\_\_\_\_; the payment will be made in the following form (e.g. cash, check, etc.): \_\_\_\_\_.

**Fourth clause**

The contracting party will provide, at no expense to the contracted party, during the entire period of the trip, room and board to the contracted party.

**Fifth clause**

The contracting party agrees to provide, as part of the employee's compensation package, medical insurance to cover the contracting party at all times present in the United States.

**Sixth clause**

The contracting party agrees to provide to the contracted party all necessary transportation expenses, including air travel to and from the United States.

**Seventh clause**

The contracted party agrees not to accept any other employment for the duration of the validity of this contract.

**Eighth Clause**

The contracting party and the contracted party acknowledge that they understand that the contracted party cannot be required to remain on work premises after work hours without compensation.

**Ninth clause**

The contracting party guarantees that he or she will under no circumstance withhold the passport, employment contract, or other personal property of the contracting party.

**Tenth clause**

This contract will be valid from \_\_\_\_\_ (date) to \_\_\_\_\_ (date).

**Eleventh clause**

The city of \_\_\_\_\_ is elected as forum for any future complaints regarding the present contract.

Signed at \_\_\_\_\_ (city and country) on \_\_\_\_\_ (date).

\_\_\_\_\_  
(Contracting Party - Employer)

\_\_\_\_\_  
(Contracted Party - Employee)