

SAMPLE CONTRACT LANGUAGE FOR DOMESTIC EMPLOYEES

This sample document is an example of what is typically contained in a contract for a domestic worker.

CONTRACT

(Date)

TO: Consular Section, U.S. Consulate General, Chennai

FROM: _____

SUBJECT: Employment Contract between _____ and _____ (hereafter as Employee) will go to _____ with _____ (hereafter as Employer) as a domestic employee. I will be responsible for employee as her employer during his/her entire stay in the United States. It is my intention for employee to work for me throughout the period of my stay in the United States as _____. Should employee leave my employ while in the US for any reason, I will be responsible for ensuring that he/she departs the US or for contacting the U.S. Citizenship and Immigration Service (USCIS) and the Embassy Consular Section to report the facts and to provide full assistance in ensuring he/she leaves the US as scheduled. The following employment conditions will apply to employee and me during his/her period of employment in the US:

- The employee will be paid wages at the prevailing or minimum wage rate as required by law, whichever is greater. The expected hourly salary in the U.S. would be _____. Please visit Department of Labor (DOL) link for details: <http://www.dol.gov/esa/minwage/america.htm>
- We expect that employee would work 40 hours and five days a week as per the general work week norm in the U.S. and that the employee will receive overtime pay accordingly if work is performed beyond 40 hours a week.
- Employer agrees to report and pay the employer's portion of all Social Security and applicable workmen's compensation, Medicare, and other applicable taxes (if applicable).
- Employee recognizes that appropriate Social Security and income taxes will need to be withheld from monthly salary (if applicable).
- During his/her time of employment with me, employee will not accept any other employment.

- Employer agrees not to withhold employee's passport.
- Employee will not be required to remain on the premises after working hours unless properly compensated.
- The employee agrees that under no condition will he/she depart the employment and remain in the US without legal authorization. Instead, the employee will return to his/her home country promptly upon leaving employment.

IMPORTANT NOTICE

If the employee does not read and write English, there must also be a second contract in the language understood by the employee. Contract is to be carried with the employee in the event it is requested by the Department of Homeland Security, Customs and Immigration Service.