



Consular Section
U.S. Embassy Kuala Lumpur

Nonimmigrant Visas (B1) for Domestic Employees of Foreign Nationals

Who may take a domestic employee to the United States? A foreign national who is going to or is already in the United States in B, E, F, H, I, J, L, M, O, P, or Q nonimmigrant status may take a domestic employee with them, provided that:

- The employee has a residence abroad which he or she has no intention of abandoning.
- The employee can demonstrate at least one year's experience as a personal or domestic employee.
- The employee has been employed abroad by the employer as a personal or domestic employee, for at least one year prior to the date of the employer's admission to the United States, OR
- If the employee-employer relationship has not existed for at least a year, it existed immediately prior to the time of the visa application and the employer can demonstrate that he or she has regularly employed (either year-round or seasonally) personal or domestic employees over a period of several years preceding the domestic employee's visa application for a nonimmigrant B-1 visa.
- The employer and the employee have signed an employment contract which guarantees, among other things, that the employee will receive the minimum or prevailing wages, whichever is greater, free room and board, insurance, and travel expenses paid. For a list of prevailing wages throughout the U.S., please visit www.flcdatcenter.com.

Lawful permanent residents of the U.S. may not bring employees to the U.S. with nonimmigrant visas.

What must be included in the employment contract? The contract must be in writing and signed by both the employer and the employee. The contract should be explained to the employee in his or her native language. A sample contract is attached. For additional requirements, please visit <http://www.ustraveldocs.com/my/my-niv-typedomesticemployee.asp>

How long can my employee stay? The immigration official at the port of entry will determine how long the employee will be allowed to stay. The permitted length of stay will be recorded on the I-94 "Record of Arrival-Departure" form. If the employee wishes to stay beyond the date initially allowed, the employer must contact the Department of Homeland Security, U.S. Citizenship and Immigration Services (USCIS) *before* the permitted stay expires to request an extension. Failure to do so could result in a denial of the employee's next visa application, denial of entry next time he/she tries to enter the U.S., or even arrest and deportation.

How can my employee apply? Instructions for applying for a visa can be found at www.ustraveldocs.com/my. We strongly recommend that applicants apply well in advance of their anticipated travel dates.

SAMPLE EMPLOYMENT CONTRACT FOR DOMESTIC EMPLOYEE

I, _____, hereinafter referred to as the employer, wish to employ as my domestic servant, Mr./Ms. _____, hereinafter referred to as the employee, to work for me during my temporary period of employment in the United States from _____ to _____.

Duties: The employee's duties shall consist of _____

Salary: The employer will pay the employee at least the U.S. minimum or prevailing wage, whichever is greater, of \$_____ per hour, for a 40 hour week. Any hours worked in excess of 40 in a single week, including hours where the employee is "on call", will be compensated at the rate of \$_____ per hour.

Deductions: The following sums shall be deducted from employee's salary: _____

Payment: Employee's salary shall be paid every ___ weeks. Payment will be made via check or by electronic transfer to the employee's bank account. Employer shall exercise no control over employee's bank account; the employer shall not hold money owing to the employee for any purpose.

Hours of Work: The employee shall work ___ hours per week. The employee shall not be required to remain at the worksite except during working hours.

Leave: The employee will be given 10 work days of paid vacation, and up to 5 work days of sick leave, per year. *[May be required by state or local laws.]*

Room and Board: The employer will provide the employee free room and board.

Social Security and Taxes: Employer understands s/he is obligated to pay both employer's and employee's portion of Social Security, Medicare, unemployment and worker's compensation taxes. Employee understands s/he is obligated to pay state and federal income taxes. *[You may want to include a clause about income tax withholding. Check with the IRS or a tax advisor on requirements]*

Insurance: *[Include any agreements about health or accident insurance.]*

Two Weeks Notice: The contract may be terminated upon the wish of either party, or extended upon mutual agreement. Each Party shall give at least two weeks' notice of intent to terminate the relationship.

This is a draft only for the convenience of the applicant and prospective employer. The U.S. Embassy accepts no responsibility for its content; you should seek qualified legal advice to answer your questions about legal requirements.

Round Trip Airfare: The employer will provide airfare to the employee upon commencement of employment and from the U.S. to the employee's country of residence upon termination of employment.

Employee's Personal Property: The employer shall not withhold the employee's passport, visa, copy of this contract, or any other personal property belonging to the employee.

Sole Employer: The employer will be the sole employer of employee during his/her stay in the U.S..

Miscellaneous: The employer will abide by all federal, state and local laws in the United States relating to the employment of domestic employees.

Signature of Employer

Signature of Employee

Printed Name

Printed Name

Date

Date