

# **CONTRACT FORMAT FOR DOMESTIC EMPLOYEES**

## ***Section 1: General provisions***

The Contract will be executed in two counterpart copies, one in English and another one in Bengali. The Contract must be signed by the employer and the employee. The parties to the contract, the English language copy of which shall be controlling, are the following individuals:

### ***Details of the Employer***

Name of the Employer: \_\_\_\_\_

Name of the organization of the employer: \_\_\_\_\_

Type of visa held while in the United States: \_\_\_\_\_

Permanent citizenship status: \_\_\_\_\_

Current address at the United States: \_\_\_\_\_

### ***Details of the Employee***

Name of the Employee: \_\_\_\_\_

Permanent address in Dhaka, Bangladesh: \_\_\_\_\_

Current address at the United States: \_\_\_\_\_

## ***Section 2: Description of duties***

The contract must describe the work to be performed (e.g., housekeeping, gardening, child care), and must include a statement that the domestic employee shall work only for the employer who signed the contract and will not accept any other employment while working for the employer.

## ***Section 3: Hours of work***

The contract must state the time of the normal working hours and the number of hours per week. It is generally expected that domestic workers will be required to work 35-40 hours per week. The contract must also state that the domestic employee will be provided a minimum of one full day off each week. The contract must indicate the number of paid holidays, sick days, and vacation days the domestic employee will be provided:

<b>Sl.</b>	<b>Days</b>	<b>Hours</b>
<b>1</b>	Monday	
<b>2</b>	Tuesday	
<b>3</b>	Wednesday	
<b>4</b>	Thursday	
<b>5</b>	Friday	
<b>6</b>	Saturday	

The Employer and Employee agree to maintain a written record of all hours worked, both regular and overtime.

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## ***Section 4: Time-Off from work***

The Employees shall be provided a minimum of at least one full day off each week, which day(s) will normally be Sunday (unpaid).

In addition, the Employee **will** be provided time off from work, as follows:

- Holidays (with pay): Up to ---- days per year including the following:

<b>Sl.</b>	<b>Type</b>	<b>Number of days</b>
1	New Year's Day	
2	Memorial Day	
3	Labor Day	
4	Eid-ul-Fitr (Religious celebration)	
5	Eid-ul-Fitr (Religious celebration)	

- Sick Days (with pay): Up to --- days per year, as needed/ applicable.
- Vacation Days (with pay): Up to --- days per year.

## ***Section 5: Minimum Wage:***

The contract must state the hourly wage to be paid to the domestic employee. The Employee shall be paid at the rate of \$ \_\_\_\_\_ per hour. For all working hours and the **rate must be the greater of the minimum wage** under U.S. Federal, state, or local law. The contract must state that wages will be paid by check or electronic fund transfer to the Employee's bank account either weekly or biweekly, and also state what deductions are to be taken from the wages. The copies of pay records will be made available without charge to the Employee. No deductions are allowed for meals, lodging, medical care, medical insurance, or travel.

## ***Section 6: Over time pay***

The contract must state that any hours worked in excess of the normal number of hours worked per week are considered overtime hours, and that hours in which the employee is "on call" count as work hours. It also must state that such work must be paid as required by U.S. local laws.

Under Federal law, the rate of overtime pay need not exceed the regular hourly rate if the employee resides in the home of the employer, but State law governing overtime rates also applies and must be checked. If the employee does not reside with the employer,

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overtime for hours in excess of 40 hours per week must be paid at the rate of time and a half.

## ***Section 7: Payment***

The contract must state that after the first 90 days of employment, all wage payments must be made by check or by electronic transfer to the domestic worker's bank account. The bank account must be in the United States so that domestic workers may readily access and utilize their wages. Neither Mission members, nor their family members, should have access to domestic workers' bank accounts.

In addition, the Department requires that the employer retain records of employment and payment for three years after the termination of the employment in order to address any complaints that may subsequently arise. ***Section 8: Tax payments***

The Employee must pay the Employee's share of Social Security and any applicable federal and state income taxes on all wages. The Employer agrees to assist the Employee in filling and paying federal, state, and local income tax.

## ***Section 9: Meals & Lodging***

The Employee **will** reside in the Employer's residence. The Employer will provide three 3 meals per day to the Employee at no cost to the Employee. ***No deduction*** from the Employee's wages will be applied for meals and lodging and the Employee will **NOT** be charged for meals or lodging.

## ***Section 10: Domestic Employee Dependents***

The Employee will **NOT** be accompanied by dependents.

## ***Section 11: Transportation and Other Costs***

The Employee will be provided with round-trip transportation to and from the U.S. at no cost to the Employee, at the beginning of employment and after its termination.

## ***Section 12: Termination of Employment & Departure:***

Either the Employer or the Employee may terminate this contract at any time during the Employee's first year of employment for any number of causes, for example, employee's misconduct or incompetence, or, after one year, without cause. In addition, if less than a year after the commencement of the Employee's employment, either the Employer or the Employee may terminate this contract without cause by giving the other party at least one month's notice or, in the case of contract termination by the Employer, by paying the Employee at least one month's wages. If the Employee's employment by the Employer terminates for any reason, the Employee must leave the United States promptly. The

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Employee may accept any other employment while working for the Employer. The Employer will report the Employee's termination to the U.S. Department of State.

## ***Section 13: Other Terms of Employment***

- I.*** Employer will not prohibit the Employee from leaving the premises when the employee is not on duty.
- II.*** The contract also must include a statement that the domestic worker's passport and visa will be in the sole possession of the domestic worker. In addition, the contract must state that a copy of the contract and other personal property of the domestic employee will not be withheld by the employer for any reason.
- III.*** If the Employee is required to wear a uniform during working hours, the Employer shall provide the uniform and its cleaning at no expense to the Employee.
- IV.*** The domestic worker's presence in the employer's residence will not be required except during working hours.
- V.*** The Contract shall be interpreted and applied in accordance with laws of the place of the Employer's U.S. residence during the Employee's employment. Once signed and agreed by the parties in the contract, this contract may **NOT** be modified except by a written amendment.
- VI.*** The term of this contract shall be at least one year, commencing on \_\_\_\_\_ and expiring on \_\_\_\_\_ and may be extended by mutual agreement between the Employee and the Employer.

## ***Section 14: Other Recommended Terms of Employment:***

The contract may include additional agreed-upon terms of employment, if any, provided they are fully consistent with all U.S. Federal, State, and local laws. Any modification to the contract must be in writing.

## ***Section 15: Employer's Agreement***

The Employer agrees to comply with **all federal, state, and local laws of the United States of America.**

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**Employer's signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Employer's printed name:**  
\_\_\_\_\_

**Employee's signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Employee's Printed Name:**  
\_\_\_\_\_