

A-3 AND G-5 EMPLOYMENT CONTRACT TEMPLATE

EMPLOYERS of A-3 and G-5 domestic workers in the United States may wish to use the employment contract template developed by the Department of State as it includes all Department-required contract terms.

Instructions: Complete the text and check the appropriate boxes.

PARTIES:

EMPLOYER

SURNAME [Click here to enter surname.](#) GIVEN NAME [Click here to enter given name.](#)

RANK TITLE [Click here to enter EMPLOYER rank/title.](#)

DUTY OFFICE [Click here to enter EMPLOYER duty office.](#)

RESIDENCE ADDRESS [Click here to enter residence.](#)

EMPLOYEE

SURNAME [Click here to enter surname.](#) GIVEN NAME [Click here to enter given name.](#)

DATE OF BIRTH [Click here to enter a date of birth.](#) NATIONALITY [Click here to nationality.](#)

IS THE EMPLOYEE RELATED TO EMPLOYER? YES NO

IF YES, LIST RELATIONSHIP. [Click here to enter relationship.](#)

HAS THE EMPLOYEE WORKED FOR THE EMPLOYER PREVIOUSLY? YES NO

HAS THE EMPLOYEE PREVIOUSLY WORKED AS A DOMESTIC WORKER? YES NO

GENERAL PROVISIONS

- a. Two identical copies of this contract will be signed by the parties, and each party will receive a copy of the contract. Any change to the employment contract must be in writing and signed by both parties. The EMPLOYER will promptly send an updated copy of the contract to his or her foreign mission or international organization, which will share it with the Department of State.
 This contract is written in English, which is a language understood by the EMPLOYEE.
 This contract is written in [Click here to enter language.](#), which is a language understood by the EMPLOYEE. An accurate, English-language translation is attached to the contract.
- b. Anticipated start date of employment: [Click here to enter a start date.](#)
- c. The EMPLOYER agrees to abide by all federal, state, and local laws in the United States.
- d. The EMPLOYER agrees not to take possession of, control, or otherwise deny the EMPLOYEE access to the EMPLOYEE's passport, visa, employment contract, Department of State registration card, if applicable, or any other document or personal property of the EMPLOYEE for any reason.
- e. The EMPLOYER agrees not to charge the EMPLOYEE any fees associated with the recruitment of the EMPLOYEE or to deduct from the EMPLOYEE's salary any amounts to cover such recruitment fees.

NOTE: In general, EMPLOYERS should hold a position as the principal officer or deputy principal officer or carry the rank of Minister or higher. EMPLOYERS who do not hold such position/carry such rank must demonstrate the ability to pay the EMPLOYEE at the applicable U.S. federal, state, or local minimum wage level.

- f. The EMPLOYER agrees to pay the costs of the EMPLOYEE's travel from [Click here to enter country.](#) to the United States at the beginning of employment without deducting costs from the EMPLOYEE's salary or using any other means to recover such costs.
- g. The EMPLOYER agrees to pay the cost of the EMPLOYEE's travel from the United States at the end of employment (for any reason) to [Click here to enter country.](#) without deducting costs from the EMPLOYEE's salary or using any other means to recover such costs.
- h. The EMPLOYER agrees to pay for any other costs of travel required of the EMPLOYEE by the EMPLOYER without deducting these costs from the EMPLOYEE's salary or using any other means to recover the costs.
- i. The EMPLOYER agrees to comply with any registration requirements of the Department of State and to submit through their foreign mission or international organization all requests to extend the status of the EMPLOYEE with sufficient time to allow such requests to be processed before the expiration of the I-94.
- j. The EMPLOYEE agrees to depart the United States at the end of the employment term consistent with U.S. immigration law.

DESCRIPTION OF DUTIES

- a. The EMPLOYEE is hired to perform the following duties for the EMPLOYER:
 - Childcare
 - Housework
 - Cooking
 - Gardening
 - Other Duties [Click here to other duties.](#)
 - Other Duties [Click here to other duties.](#)
- b. The EMPLOYER and EMPLOYEE agree that the EMPLOYEE is not permitted to work for another employer, and the EMPLOYER will not require any other employment beyond the terms of this contract.
- c. The EMPLOYEE will be one of [Click here total number of domestic workers.](#) domestic employee(s) employed by the EMPLOYER.

HOURS OF WORK

Note: State/local law may regulate hours of work, including breaks, and EMPLOYER should ensure compliance with all applicable laws.

- a. The EMPLOYEE will generally work [Choose normal work hours.](#) hours per week. The EMPLOYER will provide the EMPLOYEE with a minimum of **35 hours of work each week.**
- b. The EMPLOYEE will receive at least one full day off each week on [Click here to enter EMPLOYEE day\(s\) off.](#)
- c. Although the normal workweek schedule is set forth below, the EMPLOYER and EMPLOYEE agree that the EMPLOYEE may, on occasion, be required to work a different schedule than the normal work schedule. Regardless of the schedule worked, the EMPLOYER agrees to pay the EMPLOYEE for **all** hours worked according to the below contracted wage terms and in compliance with U.S. law.

d. The EMPLOYEE’s normal workweek schedule will be:

WORK WEEK		DAILY BREAK(S)	TOTAL HOURS
Sunday	Start: Hour. : Minute. AM/PM. End: Hour. : Minute. AM/PM.	Start: Hour. : Minute. AM/PM. End: Hour. : Minute. AM/PM.	Click here to enter total hours.
Monday	Start: Hour. : Minute. AM/PM. End: Hour. : Minute. AM/PM.	Start: Hour. : Minute. AM/PM. End: Hour. : Minute. AM/PM.	Click here to enter total hours.
Tuesday	Start: Hour. : Minute. AM/PM. End: Hour. : Minute. AM/PM.	Start: Hour. : Minute. AM/PM. End: Hour. : Minute. AM/PM.	Click here to enter total hours.
Wednesday	Start: Hour. : Minute. AM/PM. End: Hour. : Minute. AM/PM.	Start: Hour. : Minute. AM/PM. End: Hour. : Minute. AM/PM.	Click here to enter total hours.
Thursday	Start: Hour. : Minute. AM/PM. End: Hour. : Minute. AM/PM.	Start: Hour. : Minute. AM/PM. End: Hour. : Minute. AM/PM.	Click here to enter total hours.
Friday	Start: Hour. : Minute. AM/PM. End: Hour. : Minute. AM/PM.	Start: Hour. : Minute. AM/PM. End: Hour. : Minute. AM/PM.	Click here to enter total hours.
Saturday	Start: Hour. : Minute. AM/PM. End: Hour. : Minute. AM/PM.	Start: Hour. : Minute. AM/PM. End: Hour. : Minute. AM/PM.	Click here to enter total hours.

- e. The EMPLOYER and EMPLOYEE agree that the EMPLOYEE will not be paid for sleeping time and other periods when the EMPLOYEE is free from all duties and when the EMPLOYEE can leave the property or remain on the property, without employment duties.
- f. If the EMPLOYEE is required to work during his/her scheduled sleeping or other free time, this time period will be counted and compensated as hours worked. Any hours that the EMPLOYEE is required to remain in the residence in case needed for work will be considered working hours.
- g. The EMPLOYEE is free to leave the EMPLOYER’s residence during any non-work hours.

LEAVE AND HOLIDAY

Note: State/local law may regulate leave, and the EMPLOYER should ensure compliance with all applicable laws.

- a.
 - The EMPLOYEE **will** receive Click here to enter number of paid sick days. days of paid sick leave during the calendar year.
 - The EMPLOYEE **will not** receive paid sick leave during the calendar year.
- b.
 - The EMPLOYEE **will** receive Click here to enter number of paid vacation days. days of paid vacation during the calendar year.
 - The EMPLOYEE **will not** receive paid vacation leave during the calendar year.
- c.
 - The EMPLOYEE **will** receive Click here to enter number of paid holidays. paid holidays (e.g., national independence day, U.S. federal holidays, etc.) during the calendar year. Paid holidays are: Click here to enter paid holidays.
 - The EMPLOYEE **will not** receive paid holidays during the calendar year.

WAGES, TAXES, DEDUCTIONS, ROOM AND BOARD, AND MEDICAL INSURANCE

- a. The EMPLOYER certifies that the hourly wage is at least the greater of the minimum wage under U.S. federal, state, or local law of the city/county of [Click here to enter city or county](#). in the state of [Click here to enter state](#).. The EMPLOYER agrees to update the contract if the applicable minimum wage changes.
- b. The EMPLOYER will pay EMPLOYEE at the rate of \$[Click here to enter wage rate](#). per hour. Based on a [Click here to enter number hours worked per week](#). hour work week:
 - The EMPLOYEE will be paid \$[Click here to enter salary](#). **every week** on [Choose a day](#)..
 - The EMPLOYEE will be paid \$[Click here to enter salary](#). **every two weeks** on [Choose a day](#)..
- c. In addition to the above wages, the EMPLOYER agrees to pay the EMPLOYEE \$ [Click here to enter overtime wage rate](#). per hour for all hours considered overtime under U.S. federal, state, or local law.
- d. The EMPLOYEE agrees to open a bank account in the United States within the first 30 days of arrival to the United States and will provide proof thereof to the Department of State. The bank account will be in the EMPLOYEE's own name; neither the EMPLOYER nor any family member of the EMPLOYER or any mission member will have access to the EMPLOYEE's bank account. The EMPLOYER will assist the EMPLOYEE in opening the bank account as needed.
- e. After the first 30 days of employment, the EMPLOYER will pay all wages by check or electronic transfer to the EMPLOYEE's bank account. During the initial 30 day period, the EMPLOYER will give the EMPLOYEE a written receipt for any payments made in cash. After the initial pay period, no payments will be made in cash.
- f. The EMPLOYER will provide the EMPLOYEE with a payslip at the time of wage payment, noting the hourly wage, overtime wage, the number of hours worked in the pay period, and the allowable deductions to fulfill tax and social security obligations.
- g. The EMPLOYER agrees that **no** money will be taken out of the EMPLOYEE's salary except as required by law.
- h.
 - The EMPLOYEE **will live** at the EMPLOYER's residence. The EMPLOYEE will receive free room and board in addition to his/her salary. This means that, at a minimum, the EMPLOYEE will be provided adequate and reasonable accommodations, including a private bed and access to a bathroom, kitchen facilities, and proper food storage.
 - The EMPLOYEE **will not live** at the EMPLOYER's residence.
- i. The EMPLOYER and the EMPLOYEE agree to follow all relevant tax and social security obligations.
- j.
 - The EMPLOYER **will provide** the EMPLOYEE with medical insurance.
 - The EMPLOYER **will not provide** the EMPLOYEE with medical insurance.

NOTE:

The requirement to pay a higher overtime rate, generally time and a half, will depend on whether the EMPLOYEE lives at the residence or not and may vary depending on state or local law. Regardless of the overtime rate, however, all overtime hours must be compensated.

ANTI-HARASSMENT

- a. The EMPLOYEE has the right to a workplace that is free from intimidation, harassment, and abuse of any kind, and has the right to leave employment if intimidated, harassed, or abused.
- b. The EMPLOYER must not prohibit the EMPLOYEE from reporting intimidation, harassment, or abuse and must not retaliate in any way against the EMPLOYEE for enforcing his/her legal rights.

RESIGNATION AND TERMINATION

Note: State/local law may regulate terminations, and EMPLOYER should ensure compliance with all applicable laws.

- a. The EMPLOYER will promptly notify the Department of State, through the mission, of the resignation or termination of the EMPLOYEE.
- b. The EMPLOYER or the EMPLOYEE may terminate this contract with [Click here to enter number of weeks](#). weeks of notice, or the EMPLOYER may give the equivalent weeks of pay instead of notice to terminate this contract.
- c. The EMPLOYER will pay all salary owed to the EMPLOYEE at the time of termination.

RECORD KEEPING REQUIREMENTS

- a. The EMPLOYER will keep an employment file, which will include, at a minimum, the following records:
 - EMPLOYEE's full name and, if applicable, social security number;
 - EMPLOYEE's home address;
 - Hours worked each workday and total hours worked each work week;
 - Total wages paid each week to EMPLOYEE, including the amount of any overtime paid; and
 - Copies of all employment contracts.
- b. The EMPLOYER will keep all employment records for three years after the termination of EMPLOYEE's employment.
- c. The EMPLOYER will maintain the required records and understands that the Department reserves the right to request proof of payment when there are questions regarding the proper compensation of a domestic employee.

NOTE:

Appropriate record keeping is important to establish compliance with Department of State domestic worker program requirements and to assist if future wage and earning disputes arise. If the EMPLOYER does not maintain the required documentation, the EMPLOYER understands the Department may infer that the EMPLOYEE was not properly paid, and the EMPLOYER further understands that future sponsorship of domestic workers may not be permitted.

OTHER TERMS AGREED TO BY THE EMPLOYER AND EMPLOYEE OR REQUIRED BY STATE OR LOCAL LAW

- a. *The EMPLOYER and EMPLOYEE may agree to additional terms, but those terms must comply with U.S. federal, state, and local law and Department policy.*
- b. *The contract may not include a term that requires binding arbitration to resolve disputes under the employment contract.*

Note: EMPLOYERS should consult an attorney with expertise in U.S. employment law who can help ensure compliance with federal, state and local law.

Click here to enter other terms agreed to by the EMPLOYER and EMPLOYEE or required by state or local law.

FINAL CLAUSE

EMPLOYER

DATE: Click here to enter a date.

SIGNATURE: _____

EMPLOYEE

DATE: Click here to enter a date.

SIGNATURE: _____