

**Sample Employment Contract
For DOMESTIC EMPLOYEES of
B, E, F, H, I, J, L, O, P, and Q Visa Holders and
U.S. Citizens Temporarily Assigned to the United States**

Between **PARTY A** (hereinafter referred to as the **EMPLOYER**) and **PARTY B** (hereinafter referred to as the **DOMESTIC EMPLOYEE**)

The **EMPLOYER** agrees to employ the **DOMESTIC EMPLOYEE** at or in connection with the **EMPLOYER**'s residence and agree to observe the following contract:

WORK DUTIES AND SCHEDULE

The **DOMESTIC EMPLOYEE**'s work duties while in the United States are the following:

The **DOMESTIC EMPLOYEE** will work from __:__(am/pm) to __:__(am/pm) on the following days of the week:

The **DOMESTIC EMPLOYEE** will receive days off, holidays, sick days, and vacation days according to the following schedule:

WAGES AND COMPENSATION

The **DOMESTIC EMPLOYEE** will be paid wages at the prevailing or minimum wage rate as required by law (whichever is greater) based on the location. (For prevailing wage information, visit: <https://www.flcdatacenter.com/oeswizardstart.aspx>).

It is expected that the **DOMESTIC EMPLOYEE** will work 40 hours and five days a week as per the general work week norm in the U.S. and that the **DOMESTIC EMPLOYEE** will receive overtime pay accordingly if work is performed beyond 40 hours a week. The rate of overtime pay must be at least as much as the hourly rate paid for normal working hours and must be consistent with local law requirements. (For state laws governing overtime rates, visit: <http://www.dol.gov/dol/topic/wages/overtimepay.htm>).

Wages shall be paid by _____ (check or electronic fund transfer to the **DOMESTIC EMPLOYEE**'s bank account, etc.) on either a weekly or a biweekly basis. Copies of pay records will be made available without charge to the **DOMESTIC EMPLOYEE**. Neither the **EMPLOYER** nor any of the **EMPLOYER**'s family members will have access to the **DOMESTIC EMPLOYEE**'s bank account(s).

The DOMESTIC EMPLOYEE will not be required to remain on the EMPLOYER's premises after working hours unless properly compensated.

BENEFITS

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

The EMPLOYER agrees to provide, as part of the DOMESTIC EMPLOYEE's compensation package, medical insurance to always cover the DOMESTIC EMPLOYEE present in the United States.

The DOMESTIC EMPLOYEE will provide, at no expense to the DOMESTIC EMPLOYEE, during the entire period of the trip, room, and board to the DOMESTIC EMPLOYEE.

The EMPLOYER agrees to abide by all Federal, state, and local laws in the U.S. The 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).

The DOMESTIC EMPLOYEE recognizes that appropriate Social Security and income taxes will need to be withheld from monthly salary (if applicable).

OTHER TERMS AND CONDITIONS

The DOMESTIC EMPLOYEE agrees that under no condition will he/she depart the employment and remain in the U.S. without legal authorization. Instead, the DOMESTIC EMPLOYEE will return to his/her home country promptly upon leaving employment.

Should the DOMESTIC EMPLOYEE leave employment while in the U.S. for any reason, the EMPLOYER will be responsible for ensuring that the DOMESTIC EMPLOYEE departs the U.S. or for contacting the U.S. Citizenship and Immigration Service (USCIS) and the U.S. Embassy or Consulate who issued the B1 visa to report the facts and to provide full assistance in ensuring the DOMESTIC EMPLOYEE leaves the U.S. as scheduled.

The DOMESTIC EMPLOYEE shall work only for the EMPLOYER while in the U.S.

The EMPLOYER guarantees that he/she will under no circumstance withhold the passport, employment contract, or other personal property of the DOMESTIC EMPLOYEE.

The EMPLOYER will give at least two weeks' notice of their intent to terminate the employment, and the EMPLOYEE will need to give more than two weeks' notice of their intent to leave the employment.

A copy of this contract and other personal property of the DOMESTIC EMPLOYEE will not be withheld by the EMPLOYER for any reason.

Any modification to this contract must be acknowledged by both parties and must be made in writing.

VALIDITY

This contract will be valid from _____ (date) to _____ (date).

The city of _____ (EMPLOYER's residence in the U.S.) is elected as forum for any future complaints regarding the present contract.

Signed at _____ (city and country) on _____ (date).

EMPLOYER

DOMESTIC EMPLOYEE