

DOMESTIC EMPLOYEE SERVICES AGREEMENT

Served Agreement concluded between _____, hereinafter called "EMPLOYER", and _____, hereinafter called "EMPLOYEE," by which they agree to the terms and conditions of employment in the United States of America.

1. The EMPLOYEE is limited to working exclusively for the EMPLOYER while in the United States of America. The EMPLOYEE's name will be entered on the printed visa. The EMPLOYEE will reside in the same place as the EMPLOYER and will not work anywhere else. The address(es) is/are: _____ hereinafter called "Premises."

2. The EMPLOYEE will serve as () Domestic Servant () Driver () Nurse () Nanny and will have the following responsibilities:

3. The EMPLOYER will pay to the EMPLOYEE the current federal prevailing or minimum wage (whichever is greater) according to the website <http://www.dol.gov/esa/minwage/america.htm>. However, some states have prevailing or minimum wages higher than the federal prevailing or minimum wage. In these cases, the employer will pay the prevailing or minimum wage (whichever is greater) in force in the town of the United States where the work is performed, as well as the corresponding benefits such as overtime, insurance, travel, lodging and food, which will be explained in detail later. The working day shall be eight hours per day not to exceed 40 hours per week. Working hours surplus to forty (40) hours per week or twelve (12) hours per day will be paid at one and half times the normal rate. Based on the foregoing the regular rate is \$_____ dollars per hour. The overtime wage is \$_____ dollars each. The working hours will be (specify hours and days to work plus break for meals):

Both parties understand that the EMPLOYEE cannot be required to remain on the Premises after working hours without compensation.

4. The EMPLOYEE will receive _____ days for holidays, _____ days for vacation, and _____ days for sick leave each year.

5. The EMPLOYEE and the EMPLOYER shall pay taxes as indicated in the publication number 926 of the IRS (International Revenue Service of the United States) that is in the website <http://www.irs.gov/pub/irs-pdf/p926.pdf> if the salary originates in the United States, is equal to or greater than \$ 1,500 a year. If the annual salary reaches this amount, then the taxes must be paid equivalent to 15.3 % of salary, divided equally between EMPLOYEE (7.65%) and the EMPLOYER (7.65%). The EMPLOYER's share will pay for Social Security (6.2 %) and Medicare (1.45 %). The EMPLOYER is responsible for investigating and complying with the requirements of state and local taxes as well.

6. The EMPLOYER will provide the EMPLOYEE a place to live that includes a private bedroom, food, personal hygiene items, and anything else that is necessary to live commensurate to U.S. living standards. The EMPLOYER is committed to providing the EMPLOYEE home, food, and the cost of round trip from and to where the EMPLOYEE normally resides. These costs are not to be deducted from the salary of the EMPLOYEE.

7. The EMPLOYER shall be responsible for all medical expenses incurred by the EMPLOYEE during his/her stay as an employee in the United States of America. The EMPLOYER will ensure that the EMPLOYEE does not become a public charge while working for the EMPLOYER. The EMPLOYER will not withhold the passport of the EMPLOYEE.

8. The maximum duration of the contract of employment in the United States of America shall not exceed one (1) year from the date of issue of the visa. The EMPLOYEE will not accept any other employment while working for the EMPLOYER. If EMPLOYEE's employment is terminated by EMPLOYER while still working in the U.S., the EMPLOYER will 1) give a minimum of two weeks' notice to the EMPLOYEE and 2) pay for the EMPLOYEE's travel back to the EMPLOYEE's country of normal residence.

9. The EMPLOYER agrees to comply with all regulations for Employers in the United States of America including, but not limited to, U.S. labor laws, U.S. Internal Revenue Service tax code, U.S. employment laws and taxes, Social Security taxes, and income tax.

10. This contract is a legally binding document in the United States of America.

EMPLOYER

EMPLOYEE

Date: _____

Date: _____

DOMESTIC EMPLOYMENT CONTRACT

Between:

[Employer 1 Name]

Passport No. _____
[Employer 1 Passport No.]

[Employer 2 Name]

Passport No. _____
[Employer 2 Passport No.]

Together Employer 1 and Employer 2 will be known as "**The Employer**" in this contract.

And

[Employee Name]

Passport No. _____
[Employee Passport No.]

("**The Employee**")

Served Agreement concluded between THE EMPLOYER and THE EMPLOYEE by which they agree to the terms and conditions of employment in the United States of America.

1. The EMPLOYEE is limited to working exclusively for the EMPLOYER while in the United States of America. The EMPLOYEE's name will be entered on the printed visa. The EMPLOYEE will reside in the same place as the EMPLOYER and will not work anywhere else. The address(es) in the U.S. is/are: _____

hereinafter called "Premises."

KONTRAK KERJA PEKERJA RUMAH TANGGA

Antara:

[Nama 1 Majikan]

Nomor Paspor _____
[Nomor 1 Paspor Majikan]

[Nama 2 Majikan]

Nomor Paspor _____
[Nomor 2 Paspor Majikan]

Bersama Majikan 1 dan Majikan 2 akan dikenal sebagai "**Majikan**" dalam kontrak ini.

Dan

[Nama Pekerja]

Nomor Paspor _____
[Nomor Paspor Pekerja]

("**Pekerja**")

Perjanjian disajikan menyimpulkan antara MAJIKAN dan KARYAWAN dimana mereka setuju dengan persyaratan dan kondisi pekerjaan di Amerika Serikat.

1. KARYAWAN ini terbatas untuk bekerja secara eksklusif untuk MAJIKAN sementara di Amerika Serikat. Nama KARYAWAN akan dimasukkan pada visa dicetak. KARYAWAN akan berada di tempat yang sama seperti MAJIKAN dan tidak akan bekerja di tempat lain. Alamat (es) di AS / adalah: _____

selanjutnya disebut "Bangunan."

2. Duties. The EMPLOYEE will serve as () Domestic Servant () Driver () Nurse () Nanny and will have the following responsibilities:

3. Work Hours & Compensation. The EMPLOYER will pay to the EMPLOYEE the current federal prevailing or minimum wage (**whichever is greater**) according to the website <http://www.dol.gov/esa/minwage/america.htm>. However, some states have prevailing or minimum wages higher than the federal prevailing or minimum wage. In these cases, the employer will pay the prevailing or minimum wage (**whichever is greater**) in force in the town of the United States where the work is performed, as well as the corresponding benefits such as overtime, insurance, travel, lodging and food, which will be explained in detail later. The working day shall be eight hours per day not to exceed 40 hours per week. Working hours surplus to forty (40) hours per week or twelve (12) hours per day will be paid at one and half times the normal rate. Based on the foregoing the regular rate is \$ _____ dollars per hour. The overtime wage is \$ _____ dollars each. The working hours will be (**specify hours and days to work plus break for meals**):

Both parties understand that the EMPLOYEE **cannot** be required to remain on the Premises after working hours without compensation.

4. Holiday/Vacation/Sick Leave. The EMPLOYEE will receive _____ days for holidays, _____ days for vacation, and _____ days for sick leave **each year**.

5. U.S. Taxes. The EMPLOYEE and the EMPLOYER shall pay taxes as indicated in the publication number 926 of the IRS (International Revenue Service of the United States) that is in the website <http://www.irs.gov/pub/irs-pdf/p926.pdf> if the salary originates in the United States, is equal to or greater than \$ 1,500 a year. If the annual salary reaches this amount, then the taxes must be paid equivalent to 15.3 % of salary, divided equally between EMPLOYEE (7.65%) and the EMPLOYER (7.65%). The EMPLOYER's share will pay for Social Security (6.2 %) and Medicare (1.45 %). The EMPLOYER is responsible for investigating and complying with the requirements of state and local taxes as well.

2. Tugas. KARYAWAN ini akan berfungsi sebagai () Pembantu Rumah Tangga () Driver () Perawat () Nanny dan akan memiliki tanggung jawab berikut:

3. Jam Kerja & Kompensasi. MAJIKAN akan membayar untuk KARYAWAN yang upah federal yang berlaku atau minimum saat ini (**mana yang lebih besar**) menurut situs <http://www.dol.gov/esa/minwage/america.htm>. Namun, beberapa negara telah berlaku atau upah minimum yang lebih tinggi daripada federal yang berlaku atau upah minimum. Dalam kasus ini, majikan akan membayar yang berlaku atau upah minimum (**mana yang lebih besar**) yang berlaku di kota Amerika Serikat di mana pekerjaan dilakukan, serta manfaat yang sesuai seperti lembur, asuransi, perjalanan, penginapan dan makanan , yang akan dijelaskan secara rinci nanti. Hari kerja harus delapan jam per hari tidak melebihi 40 jam per minggu. Jam kerja surplus untuk empat puluh (40) jam per minggu atau dua belas (12) jam per hari akan dibayar satu setengah kali tingkat normal. Berdasarkan hal tersebut di atas tingkat biasa adalah \$ _____ dolar per jam. Upah lembur adalah \$ _____ dolar masing-masing. Jam kerja akan (**sebutkan jam dan hari untuk bekerja ditambah istirahat untuk makan**):

Kedua belah pihak memahami bahwa KARYAWAN **tidak dapat** diminta untuk tetap berada pada Premises setelah jam kerja tanpa kompensasi.

4. Holiday / Liburan / Cuti Sakit. KARYAWAN akan menerima _____ hari untuk liburan, _____ hari untuk liburan, dan _____ hari untuk cuti sakit **setiap tahun**.

5. Pajak AS. KARYAWAN dan MAJIKAN harus membayar pajak seperti yang ditunjukkan dalam jumlah publikasi 926 dari (Pendapatan International Service Amerika Serikat) IRS yang ada di situs <http://www.irs.gov/pub/irs-pdf/p926.pdf> jika gaji berasal dari Amerika Serikat, sama dengan atau lebih besar dari \$ 1,500 per tahun. Jika gaji tahunan mencapai jumlah ini, maka pajak harus dibayar setara dengan 15.3% dari gaji, dibagi rata antara KARYAWAN (7.65%) dan MAJIKAN (7.65%). Bagian MAJIKAN akan membayar Jaminan Sosial (6.2%) dan Medicare (1.45%). MAJIKAN bertanggung jawab untuk menyelidiki dan memenuhi persyaratan dari pajak negara bagian dan lokal juga.

6. Housing & Travel. The EMPLOYER will provide the EMPLOYEE a place to live that includes a private bedroom, food, personal hygiene items, and anything else that is necessary to live commensurate to U.S. living standards. The EMPLOYER is committed to providing the EMPLOYEE home, food, and the cost of round trip from and to where the EMPLOYEE normally resides. These costs are not to be deducted from the salary of the EMPLOYEE.

7. Medical. The EMPLOYER shall be responsible for all medical expenses incurred by the EMPLOYEE during his/her stay as an employee in the United States of America.

8. Validity of Contract. The maximum duration of the contract of employment in the United States of America shall not exceed one (1) year from the date of issue of the visa. If EMPLOYEE's employment is terminated by EMPLOYER while still working in the U.S., the EMPLOYER will **1)** give a minimum of two weeks' notice to the EMPLOYEE and **2)** pay for the EMPLOYEE's travel back to the EMPLOYEE's country of normal residence.

9. Miscellaneous. **1)** The EMPLOYER will ensure that the EMPLOYEE does not become a public charge while working for the EMPLOYER. **2)** The EMPLOYER will not withhold the passport of the EMPLOYEE. **3)** The EMPLOYEE will not accept any other employment while working for the EMPLOYER.

10. The EMPLOYER agrees to comply with all regulations for Employers in the United States of America including, but not limited to, U.S. labor laws, U.S. Internal Revenue Service tax code, U.S. employment laws and taxes, Social Security taxes, and income tax.

11. This contract is a legally binding document in the United States of America.

EMPLOYER

Date: _____ PPT #: _____

EMPLOYEE

Date: _____ PPT #: _____

EMPLOYER

Date: _____ PPT #: _____

6. Perumahan & Travel. MAJIKAN akan memberikan KARYAWAN menjadi tempat tinggal yang mencakup kamar tidur pribadi, makanan, barang-barang kebersihan pribadi, dan hal lain yang diperlukan untuk hidup sepadan dengan standar kehidupan AS. MAJIKAN berkomitmen untuk menyediakan rumah KARYAWAN, makanan, dan biaya perjalanan pulang pergi dari dan ke tempat KARYAWAN biasanya berada. Biaya tersebut tidak dipotong dari gaji KARYAWAN tersebut.

7. Medis. MAJIKAN harus bertanggung jawab untuk semua biaya pengobatan yang dikeluarkan oleh KARYAWAN selama tinggal / sebagai karyawan di Amerika Serikat.

8. Validitas Kontrak. Durasi maksimum kontrak kerja di Amerika Serikat tidak akan melebihi satu (1) tahun sejak tanggal penerbitan visa. Jika pekerjaan KARYAWAN ini diakhiri oleh MAJIKAN saat masih bekerja di AS, MAJIKAN akan **1)** memberikan minimal pemberitahuan kepada KARYAWAN dua minggu dan **2)** membayar biaya perjalanan KARYAWAN ini kembali ke negara KARYAWAN murah dari tempat tinggalnya.

9. Lain-lain. **1)** MAJIKAN akan memastikan bahwa KARYAWAN tidak menjadi biaya umum saat bekerja untuk MAJIKAN tersebut. **2)** MAJIKAN tidak akan menahan paspor EMPLOYEE tersebut. **3)** KARYAWAN tidak akan menerima pekerjaan lain saat bekerja untuk MAJIKAN tersebut.

10. MAJIKAN setuju untuk mematuhi semua peraturan untuk Pengusaha di Amerika Serikat termasuk, namun tidak terbatas pada, hukum perburuhan AS, Layanan US Internal Revenue kode pajak, US hukum ketenagakerjaan dan pajak, pajak Jaminan Sosial, dan pajak penghasilan.

11 Kontrak ini merupakan dokumen yang mengikat secara hukum di Amerika Serikat.

MAJIKAN

Tanggal: _____ PPT #: _____

KARYAWAN

Tanggal: _____ PPT #: _____

MAJIKAN

Tanggal: _____ PPT #: _____

