

## **Personal/Domestic Employees of U.S. Citizens on Temporary Assignment in United States**

**U.S. Citizens Eligible to Sponsor an Employee:** The U.S. citizen employer must be subject to frequent international transfers lasting two years or more as a condition of the job as confirmed by the employer's personnel office, and plans to return to the United States for a stay of no more than four years. The employer will be the only provider of employment to the domestic employee, and will provide the employee free room and board and a round trip airfare as indicated under the terms of the employment contract.

### **The personal or domestic employees must satisfy the following conditions:**

- (1) The employee has a residence abroad which he or she has no intention of abandoning.
- (2) The employee has been employed abroad by the employer as a personal or domestic servant for at least six months prior to the date of the employer's admission to the United States;
- (3) Or, the employer can show that while abroad the employer has regularly employed a domestic servant in the same capacity as that intended for the applicant;
- (4) And, the employee can demonstrate at least one year of experience as a personal or domestic servant by producing statements from previous employers attesting to such experience.
- (5) The employee is in possession of a contract, to be presented at the port of entry, which contains the original signatures of both the employer and the employee.

### **Contract requirements**

The contract does not have to follow any particular format, but it must at a minimum include the following elements:

1. Guarantee that the employee will be compensated at the state or federal minimum or prevailing wage, whatever is greater, and reflect any other benefits normally required for U.S. domestic workers in the area of employment. Any deductions for food or lodging must be no more than reasonable and voluntarily agreed to on the part of the personal employee.
2. The employee will not accept any other employment while working for the employer.
3. The employer agrees not to withhold the passport of the employee.
4. The employee cannot be required to stay on the premises after hours without compensation.
5. The employer will give at least two weeks notice of his or her intent to terminate the employment, and the employee need not give more than two weeks notice of intent to leave the employment.

Information on prevailing wages in the United States is available through the Internet at the following address: <http://www.flcdatacenter.com>.

## **Personal Employees of Foreign Nationals in the United States on Nonimmigrant Visas**

A personal or domestic employee may accompany or follow to join an employer in the United States in A, B, E, F, H, I, J, L, M, O, P, or Q nonimmigrant status, provided that:

- (1) The employee has a residence abroad which he or she has no intention of abandoning.
- (2) The employee can demonstrate at least one year's experience as a personal or domestic employee.
- (3) 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 U.S.
- (4) If the employee-employer relationship was established immediately prior to the time of visa application, the employer must demonstrate that he or she has regularly employed personal or domestic employees over a period of several years.
- (5) The employer and the employee have signed an employment contract which meets the conditions listed below.
- (6) The employer must pay the domestic's initial travel expenses to the U.S., and subsequently to the employer's onward assignment, or to the employee's country of normal residence.

### **Personal Employees/Domestics of Lawful Permanent Residents (LPRs)**

Personal employees of all lawful permanent residents (LPRs), including conditional permanent residents and LPRs who have filed a Form N-470, Application to Preserve Residence for Naturalization Purposes, must obtain permanent resident status, as it is contemplated that the employing LPR is a resident of the United States.

### **Contract requirements**

The contract does not have to follow any particular format, but it must at a minimum include the following elements:

1. Guarantee that the employee will be compensated at the state or federal minimum or prevailing wage, whatever is greater, and reflect any other benefits normally required for U.S. domestic workers in the area of employment. Any deductions for food or lodging must be no more than reasonable and voluntarily agreed to on the part of the personal employee.
2. The employee will not accept any other employment while working for the employer.
3. The employer agrees not to withhold the passport of the employee.
4. The employee cannot be required to stay on the premises after hours without compensation.
5. The employer will give at least two weeks notice of his or her intent to terminate the employment, and the employee need not give more than two weeks notice of intent to leave the employment.

Information on prevailing wages in the United States is available through the Internet at the following address: <http://www.flcdatacenter.com>.

*For diplomats applying for domestic employees, a diplomatic note from the diplomatic mission regarding the employer's appointment in the U.S. is required.*