

11/11/12
(Date)

Employment Contract
For Personal (Domestic) Employees of
An Alien of a Foreign Mission in the United
States (Visa A3)

Between


PARTY A: Dr Devyani Khobragade (Deputy Consul General – CGI-NY) (hereinafter referred to as the Employer)

PARTY B:  (hereinafter referred to as the Employee)
Victim's name

The Employee will go to the U.S. with the Employer as a domestic employee. The Employer agrees to employ the Employee at or in connection with the Employer's residence in the position(s) ofHouse keeper and baby-sitter.....

Should the Employee leave employment while in the U.S. for any reason, the Employer will be responsible for ensuring that the Employee departs the U.S. or for contacting the U.S. Citizenship and Immigration Service (USCIS) and the Consular Section to report the facts and to provide full assistance in ensuring the Employee leaves the U.S. as scheduled. The following employment conditions will apply to the Employer and the Employee during the period of employment in the U.S.:

- The Employee will be paid wages at the prevailing or minimum wage rate as required by law, whichever is greater. The expected hourly salary in the U.S. would be \$ 9.75 (in excess of NY prevailing wage 2011 for domestic workers).
- It is expected that the Employee will work 40 hours and five days a week as per the general work week norm in the U.S. and that the Employee will receive overtime pay accordingly if work is performed beyond 40 hours a week.
- The normal number of hours per week shall be 40 hours, including the following normal work hours: Sunday (OFF) Monday (from 7am to 12pm & 6:30pm-8:30pm) Tuesday (from 7am to 12pm & 6:30pm-8:30pm), Wednesday (from 7am to 12pm & 6:30pm-8:30pm), Thursday (from 7am to 12pm & 6:30pm-8:30pm), Friday (from 7am to 12pm & 6:30pm-8:30pm) and Saturday (from 8am to 1:00pm). It is understood that those hours in which the Employee is "on call" count as paid work hours.
- Wages shall be paid biweekly by electronic fund transfer to the Employee's bank account. Copies of pay records will be made available without charge to the Employee. Neither the Employer nor Employer's family members will have access to the Employee's bank account. After the first 90 days of employment, all wage payments must be made by check or by electronic transfer to the Employee's bank account.


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Victim's Initials

- The Employee shall be provided a minimum of at least one full day off each week, which day(s) will normally be SUNDAY

In addition, the Employee will be provided time-off from work, as follows (exceeding US DOL Bureau of Labor Statistics standards-<http://www.bls.gov/news.release/ebs.t05.htm>):

Holidays (With Pay): 7

Sick Days (With Pay): 7

Vacation Days (With Pay): 7

- 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.
- The Employer agrees to abide by all Federal, state and local laws in the U.S.
- The Employee shall work only for the Employer while in the U.S.
- The Employee's passport and visa will be in the sole possession of the Employee.
- A copy of this contract and other personal property of the Employee will not be withheld by the Employer for any reason.
- The Employee will not be required to remain on the Employer's premises after working hours unless properly compensated.
- The Employee agrees that under no condition will she depart the employment and remain in the U.S. without legal authorization. Instead, the Employee will return to her home country promptly upon leaving employment.
- Any modification to this contract must be made in writing.
- Other benefits normally required for U.S. domestic workers in the area of employment:

...Full medical care, full board and lodging shall be provided at Employer's expense, with no unpermitted deductions made....

If the employee does not read and write English, there must also be a second contract in the language understood by the employee. Contract is to be carried with the Employee in the event it is requested by the Department of Homeland Security, Customs and Immigration Service.

Signed: [Signature]
(EMPLOYER)

DR. DEVYANI KHOBRAGADE

NEW DELHI

11/11/12

(डॉ. देव्यानी खोबरागडे)
(DR. DEVYANI KHOBRAGADE)
निदेशक (सी.पी.सी.)
Director (CPV)
विदेशी नगराचार, नया दिल्ली
Ministry of External Affairs
New Delhi

Witness

[Redacted Signature]

[Witness's signature]

Signed: [Redacted Signature] [Victim's signature]
(EMPLOYEE)

New Delhi
11/11/12

Witness: [Redacted Signature]

NEW DELHI
11/11/12

[Witness's signature]