



# GENDER-RESPONSIVE GUIDANCE ON EMPLOYMENT CONTRACTS

For Migrant Domestic Workers  
from South Asia



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The *Gender-responsive guidance on employment contracts for migrant domestic workers from South Asia*, developed by UN Women Regional Office for Asia and the Pacific, is the result of a collaborative effort.

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## 1. Introduction

### 1.1 Context

In 2015, 80 per cent of the world's 67 million domestic workers worldwide were women. South-east Asia and the Pacific hosts the largest share of women migrant domestic workers, with almost a quarter (24 per cent) of the world's women migrant domestic workers.<sup>1</sup> Women migrant workers from Bangladesh, India, Indonesia, Nepal, the Philippines and Sri Lanka form the largest bloc of domestic workers in the Middle East.<sup>2</sup> In 2015, official data suggests that 3.1 million South Asian women travelled to the Middle East, the majority in search of employment in the domestic work sector.<sup>3</sup> High levels of irregularity and informality among women migrant domestic workers mean that actual numbers are likely to be significantly higher.<sup>4</sup>

Domestic work and labour migration play a critical role in women's economic empowerment, and in sustainable development worldwide. With often limited economic opportunities at home, domestic work provides a pathway for women to access the world of work. Domestic workers take on care work that would otherwise fall on family members – mainly women – creating an environment in which women can better combine family, community and professional responsibilities. Domestic workers also make vital contributions to social protection in countries of destination through child care, care for the elderly, the sick and people with disabilities, and by ensuring the health, safety and nourishment of the families who employ them. In countries of origin, migrant domestic workers send remittances that make a significant contribution to household income, savings, and healthcare and education costs.

Despite this, domestic work is often undervalued, both socially and economically, and remains largely excluded from gross domestic product (GDP) and

other calculations of productive economic activity.<sup>5</sup> Both official data and anecdotal reports suggest disproportionately high rates of exploitation, abuse and violence among women migrant domestic workers. Both at home and abroad, migrant domestic workers are affected by multiple and intersecting forms of direct and indirect discrimination based on gender, race, ethnicity, sexual orientation, gender identity and expression, sector of employment, nationality and/or migratory status.<sup>6</sup>

The living and working conditions of migrant domestic workers are generally less favourable than those in other occupations and sectors. Domestic workers are often partially or fully excluded from national labour laws and related protections. The lack of comprehensive legal protection for domestic workers means employment contracts play a critical role in establishing protections of their rights. Without definitive legal principles to govern the employment relationship with their employers, domestic workers report working long hours without overtime payment, sufficient weekly rest or holidays. They may experience non-payment of wages, underpayment or delayed payments.<sup>7</sup>

National, regional and global momentum to address these issues has grown in recent years, catalyzed by the adoption of the ILO Domestic Workers Convention, 2011 (No.189), and as a result of advocacy by domestic workers and their representatives. Improved information and standardized agreement on contract conditions for women migrant workers have been raised consistently as issues of concern by labour migration stakeholders, including governments, trade unions, recruitment agencies and civil society organizations (CSOs) in both sending and receiving countries. UN Women has been convening relevant stakeholders from South Asia and the Middle East on this issue since 2013.<sup>8</sup>

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1. International Labour Organization (ILO), 2015, Global estimates of migrant workers and migrant domestic workers: results and methodology, Geneva.
  2. ILO, 2013, Domestic workers across the world: Global and regional statistics and the extent of legal protection, Geneva.
  3. This figure includes Afghanistan, Bangladesh, India, Nepal, Pakistan and Sri Lanka as origin countries, Bahrain, Israel, Jordan, Kuwait, Lebanon, Oman, Qatar, Saudi Arabia and the United Arab Emirates as destination countries. Available at: <http://www.un.org/en/development/desa/population/migration/data/estimates2/estimates15.shtml>
  4. ILO, 2013.
  5. Available at: <https://www.ilo.org/asia/areas/domestic-workers/lang--en/index.htm>
  6. CEDAW, General Recommendation 26, para. 14 and 15; CERD, General Recommendation 25, para. 2.
  7. CEDAW, General Recommendation 26, para. 13-22.
  8. UN Women organized the Asia-Gulf States Regional Dialogue on Standard Terms of Employment for Migrant Domestic Workers on 3-4 December 2013 in Colombo, Sri Lanka. Relevant stakeholders formulated and debated draft models of STOE in partnership with the Government of Sri Lanka. UN Women led the preparatory work in compiling all employment contracts being used for participating domestic workers in countries of origin and destination.



Photo: UN Women

In 2017, UN Women commissioned the International Organization for Migration (IOM) to conduct consultative research which compiles existing contract templates included in Bilateral Labor Agreements (BLAs)/Memoranda of Understanding (MOUs), and evaluates conditions stipulated in contract templates in terms of their capacity to effectively respond to the protection needs of women migrant workers. This Multi-Country Assessment focuses on migration corridors between Sri Lanka and Bangladesh in South Asia; and Lebanon, Kuwait and Jordan in the Middle East. The study also maps recruitment regulations, monitoring mechanisms and processes from the perspective of regulators, recruiters and women migrant workers. It builds on a literature review and focus group discussions with women migrant domestic workers in the Philippines, Hong Kong and Singapore, conducted by Migrant Forum in Asia (MFA) with support from UN Women in 2016. The guidance has been developed based on these consultations and evidence, and with reference to international human rights and labour standards.

## 1.2 Purpose

This *Gender-Responsive Guidance on Employment Contracts for Migrant Domestic Workers from South Asia* aims to **equip relevant stakeholders in countries of origin and destination with information on established international standards and best practices for employment contracts for women migrant domestic workers.**

The complex dynamics of labour migration require a multistakeholder approach to establishing agreed standards of employment for domestic workers that are gender-responsive and rights-based. They must suit the needs of workers, employers, recruitment agencies, and governments in countries of origin and destination. Inflows of women migrant domestic workers to the Middle East are dynamic, with workers coming from various states across Asia as well as Africa. The current process of determining employment contracts primarily through bilateral processes – combined with a lack of protection for domestic workers under national labour laws – means women work under inconsistent protections, based on their country of origin, means of recruitment and other variables.

Employment contracts and standard terms of employment (STOEs) offer one solution for closing protection gaps by reflecting international standards in employment contracts for domestic workers. STOEs are contract templates that are variously established: a) by countries of destination as a binding or guiding template for recruitment agencies and employers; b) by countries of origin as a binding or guiding template for recruitment agencies and workers; and c) through bilateral negotiation between countries of origin and destination, in which case they are typically annexed to BLAs or MOUs.

## 2. International Human Rights and Labour Rights standards

The rights of migrant workers in relation to employment contracts are established through a number of international agreements. The International Convention on the Protection of the Rights of All Migrant Workers and Members of Their Families (1990) guarantees the right of migrant workers to raise complaints when the terms of their contracts are violated. Article 6 of the ILO Migration for Employment Convention, 1949 (No. 97) compels signatory Member States to maintain “a system of supervision of contracts of employment”, including: maintaining a copy of the contract of employment; ensuring contracts contain provisions that indicate the conditions of work, including remuneration offered; and ensuring that migrant workers receive a written document prior to departure providing information regarding the occupational category in which he or she will work, and the general living and working conditions offered.

Exclusions and incomplete coverage of migrant domestic workers under protective laws means they face unique challenges in realizing these rights. The Convention on the Elimination of All Forms of Discrimination against Women (CEDAW) General Recommendation No. 26 identifies this issue as a compelling reason to strengthen systems for establishing binding contracts

that address common rights violations experienced by women migrant domestic workers. Paragraph 14 draws a direct link between a lack of protections available to domestic workers under national laws and employment contracts, excessive working hours without overtime payment and an overall lack of protection against gender-based discrimination.

The ILO Domestic Workers Convention, 2011 (No. 189) represents a leap forward in terms of agreed standards for contracts for domestic workers. Article 7 requires informing domestic workers of their terms and conditions of employment “in an appropriate, verifiable and easily understandable manner”, preferably “through written contracts in accordance with national laws, regulations or collective agreements”. It specifies minimum requirements to be included in domestic workers’ employment contracts. Article 8 states that, in the case of migrant domestic workers, the contract of employment must be enforceable in the country where the worker will be employed, and calls for Member States to cooperate to ensure these provisions are applied effectively.

ILO Domestic Workers Recommendation, 2011 (No. 201) further calls for countries to consider establishing model contracts for domestic workers, through consultation with representative organisations of employers and workers. It calls for model contracts to be freely available to domestic workers, employers, representative organisations and the general public.

The following guidance is based on a broad assessment of international human rights standards, and international labour standards and recommendations relevant to migrant domestic workers. A full list of international instruments consulted is provided in Annex I. The guidance further draws on employment contracts in place for domestic workers, especially migrants. While a broader set of contracts were consulted during its development, the guidance highlights learnings from contracts that are publicly available.

### 3. How to use this guidance

#### Who can use this guidance?

Anyone who is seeking to develop, negotiate or review rights-based, gender-responsive employment contracts for migrant domestic workers can use this guidance as a reference tool. Users may review it as a whole or refer to specific aspects, taking relevant laws into consideration.

#### Example applications of the Gender-responsive guidance on employment contracts

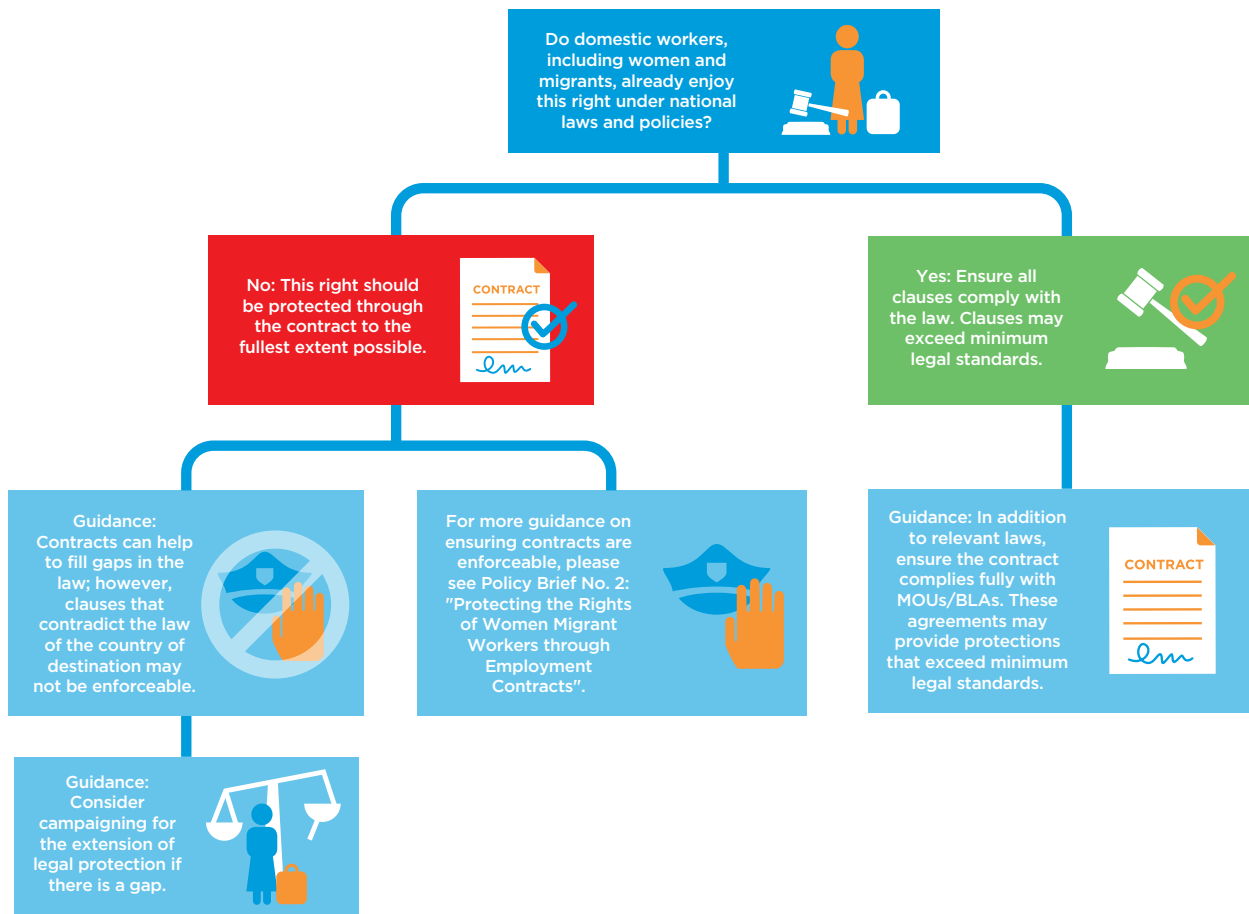
Who	When
Governments in countries of origin and destination	Reviewing or negotiating BLAs or MOUs
	Developing or reviewing national STOE s and model contracts
	Developing, reviewing and monitoring national laws and policies
Regional consultative processes	Developing consensus on mutually agreed standards for sector-specific employment contracts
Recruitment agencies	As a reference tool when assessing individual employment contracts during the recruitment and placement process
Employers of domestic workers	Reviewing or negotiating employment contracts, to ensure they comply with international standards and best practices
Trade unions, CSOs and international organizations	As a quick reference on established norms and standards in relation to contracts for migrant domestic workers
	For training labour migration actors, including migrant domestic workers
	For advocacy to promote stronger protections for migrant domestic workers
Domestic workers	Prior to deciding to migrate, to better understand the terms and conditions of employment for migrant domestic workers
	Considering an offer of employment, prior to signing a contract
	When raising a complaint with their employer or recruitment agency, for general guidance on established international standards

#### How should I use this guidance?

Workers, employers, recruitment agencies, and countries of origin and destination can use the guidance **to make informed decisions about the content of employment contracts for migrant domestic workers**, as they design, evaluate or agree to them. It is not intended to provide detailed, context-specific legal advice, but can be used as a reference tool by anyone seeking practical information on how to strengthen compliance of domestic workers' employment contracts with international standards and best practices.

As highlighted in Article 8 of ILO Convention No. 189, it is critical to ensure that employment contracts are enforceable in countries of destination. With this in mind, the guidance should complement, but not replace, efforts to ensure extension of effective labour and social protections to domestic workers. To ensure uptake and enforceability, it is important to continue efforts to improve employer compliance with new or existing contracts including through advocacy, information, and awareness raising.

To ensure contracts are enforceable, users can refer to the flowchart below to make decisions about how to use each clause:



The information provided in the guidance gives example clauses guided by established international standards, along with information informed by consultations and a review of practical examples drawn from real-world contracts for migrant domestic workers. Users can refer to Annexes I and II for more detail on international instruments and contracts referred to throughout the guidance.

The guidance can be used to inform protections for anyone employed in domestic work. The gender-responsive elements of the guidance are in place to ensure the specific needs of women are realized in

employment contracts, but the flexible design means the contract can be applied to migrant domestic workers regardless of gender.

The guidance is one part of a suite of tools to support gender-responsive governance processes to protect and promote the rights of women migrant workers from South Asia. Further information on the development of labour migration policies and laws; monitoring and implementing contracts; and recruitment of women migrant workers can be found in **Empowering Women Migrant Workers from South Asia: Toolkit for Gender-responsive Employment and Recruitment**.

The colours used in the guidance on the following pages indicate whether a clause is a fundamental standard or a recommended good practice.



**FUNDAMENTAL:** Based on established international human rights and/or labour rights standards



**RECOMMENDED:** Based on comments and recommendations from treaty bodies and/or on established good practices.

## 4. Gender-responsive guidance on employment contracts

Clause	Recommendations/ good practices	International standards
This column provides suggested text for employment contracts.	This column provides guidance on why the clause is important, and how it can be applied.	This column lists standards that support the clause.
All contract provisions should comply with national laws, regulations and collective agreements. Workers should be informed of the terms and conditions of their employment in an appropriate, verifiable and easily understandable manner. The contract should be provided in a language understood by the worker.		ILO C189, art. 7

Parties to the contract












### Parties to the contract

The information in this section establishes the identity of the worker and employer. Identifying information can also help to establish particular rights and needs of the worker, for example, to prevent child labour.

Workers should be informed during recruitment and pre-departure training that providing false information regarding their identity can make the contract harder to enforce.

	Full legal name of the worker: _____ _____	The name and address of the worker are the minimum requirement for identification.	ILO C189, art. 7 (a)
	Address of the worker: _____ _____		
	Date of birth of the worker: _____	Providing the date of birth helps to verify the worker's identity and prevent child labour.	ILO C181, art. 9
	The worker certifies that he/she is at least ____ years old on the date of entering this contract.	Minimum age of employment is established nationally, and for domestic workers should be no lower than other sectors of employment.  Some countries of origin may also set a minimum age for migration for women and/or domestic workers, which may be higher than 18 and/or the minimum age of employment in the country of destination.	ILO C189, art. 4 (1); ILO C138, art. 1 and 2; ILO C97, art. 6 (1) a (i)
		Workers younger than age 18 but above the minimum age of employment must not be prevented from accessing education and training.	ILO C189, art. 4 (2)
		Special protections for younger workers could include strictly limiting their work hours; prohibiting night work; restricting tasks to avoid excessively demanding work; and strengthening mechanisms to monitor their working and living conditions.	ILO R201, art. 5 (2)



	Passport number: _____ Nationality: _____ Gender: _____	Allowing parties to the contract to enter their own gender identity means the contract is appropriate for workers and employers, regardless of sexual orientation, gender identity and gender expression.	
	Next of kin and emergency contact: Name: _____ Address: _____ _____ Telephone no.: _____ Email address: _____ _____	This provides information on who to contact if anything goes wrong, including payment of outstanding wages and benefits should the worker be incapacitated or pass away during employment. Having quick access to this information in an emergency is essential.	
 	Full legal name of the employer: _____ Address of the employer: _____ <input type="checkbox"/> The employer will directly employ the worker at this address. <input type="checkbox"/> The employer is a company which will place the worker in household(s) specified in clause 1.5.	The name and address of the employer are fundamental requirements and help to ensure the worker's employment can be monitored. The employer may be a household, or a company hiring the worker to be placed in households.	ILO C189, art. 7 (a)
 	Passport number: _____ Nationality: _____ Gender: _____ Telephone no.: _____ Email address: _____ _____ Occupation: _____	Additional information helps to confirm the identity of the employer and assists in monitoring the living and working conditions of the worker. Workers' families can refer to the contract so they know how to contact the worker.	
  	Name of recruitment agency: _____ Authorized license no.: _____ Name of license issuing authority: _____ Address of the agency: _____ _____ Telephone no.: _____ Email address: _____ _____ Name of contact person: _____ _____ Position: _____ Telephone no.: _____	Some jurisdictions require information on recruitment agency(ies). This is particularly the case where agencies are jointly or severally liable under the contract as an agent of the employer. For example, in <b>Bangladesh</b> , article 22 of the Overseas Employment and Migrants Act (2013) expressly names the recruitment agency as the agent of the employer, making them jointly and severally liable for problems arising from the contract.  Recruitment should otherwise be governed separately by laws, regulations and codes of conduct. The focus of the employment contract should be on the relationship between the worker and employer.  For guidance on recruitment of women migrant domestic workers, please see UN Women's "Gender-responsive self-assessment tool for recruitment agencies".	

**The parties to this contract agree to the following terms and conditions:**

**Duration and location of employment**



**1. Duration and location of employment**

Accurate information on the address of the workplace and duration of employment is essential to preventing specific forms of exploitation experienced by migrant domestic workers, including long working hours and limited rest periods.

Contracts for migrant domestic workers must include the address of the usual workplace(s).

ILO C189, art. 7 (b)

Where the contract is for a specified period of time, its duration must be specified. If applicable, the duration of probation or trial period must also be specified.

ILO C189, art. 7 (c) and (i)

<b>1.1</b>	<p>The starting date of this contract is:</p> <p>_____</p>	<p>It is important to ensure that the contract is in effect as soon as the worker and employer establish an employment relationship.</p> <p>It is recommended that the start date be <b>before</b> the worker leaves their country of origin. The contract for <b>Sri Lankan</b> migrant domestic workers in Middle Eastern countries, and the contract for <b>Nepalese</b> migrant domestic workers in the <b>United Arab Emirates</b> set the starting date at the worker's departure from the country of origin.</p>	ILO C189, art. 7 (c)
<b>1.2</b>	<p>The period of this contract is _____ years.</p>	<p>When the contract is for a specified period of time, the contract must specify its duration.</p> <p>The standard period of employment in many migration corridors is not less than two years. This guarantees the employer and worker security in the employment relationship, while the employee can also maintain links to their family and community at home.</p> <p>The contract in Middle Eastern countries for <b>Sri Lankan</b> workers stipulates two years.</p>	ILO C189, art. 7 (c)
<b>1.3</b>	<p>Does a probation period apply?</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p>If yes, the probation period is _____ days, or 90 days, whichever is lower.</p>	<p>If a probation or trial period applies, the contract must specify its duration.</p> <p>The contract used by the Government of <b>India</b> stipulates that an employee whose employment is terminated at the end of the probation period must receive payment of one month of additional salary and the full cost of travel back to India including airfare.</p>	ILO C189, art. 7 (i)
	<p>If employment is terminated during the probation period, the employer will pay the equivalent of one month's salary and bear the full costs of repatriation.</p>	<p>To prevent debt bondage, trafficking and exploitation, it is recommended that the worker not be required to bear the costs of repatriation. For more on repatriation, see Clause 16.5.</p>	ILO R201, art. 22

<p><b>1.5</b></p>	<p>Address of the workplace:</p> <hr/> <hr/> <hr/> <hr/>	<p>The contract should always provide the usual address of the workplace(s). This helps the worker to understand the scope of work; and assists labour attachés, recruitment agencies, families and other actors to monitor the worker's situation.</p> <p>The contract for domestic workers from <b>Sri Lanka</b> used in Middle Eastern countries stipulates the site of employment shall be the residence of the employer.</p>	<p>ILO C189, art. 7 (b)</p>
<p><b>1.6</b></p>	<p>The worker shall not be required to work in any other household or workplace other than the site(s) of employment specified in Clause 1.5.</p>	<p>The ILO guarantees domestic workers fair treatment. Requiring or allowing workers to work in other households leads to long working hours, and increases the chances of “losing track” of the worker. This in turn increases the risk of trafficking, exploitation and abuse.</p> <p>The contract in Middle Eastern countries for <b>Sri Lankan</b> workers, and in <b>Saudi Arabia</b> for <b>Bangladeshi</b> workers explicitly mandate the employer not to employ the worker in any place other than the usual address of the employer's residence. The contract for <b>Sri Lankan</b> migrant domestic workers in Middle Eastern countries stipulates that the employer shall in no case require the worker to be assigned in any commercial, industrial or agricultural business. The contract for domestic workers in <b>Kuwait</b> prohibits the employer from engaging the worker to work for a third party.</p>	
<p><b>1.7</b></p>	<p>No later than 15 calendar days before changing residence, the employer shall notify:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> The competent authority in the country of destination</li> <li><input type="checkbox"/> The recruitment agency represented in the country of employment</li> <li><input type="checkbox"/> The recruitment agency in the country of origin</li> <li><input type="checkbox"/> The concerned embassy looking after the interests of the worker</li> <li><input type="checkbox"/> All of the above</li> </ul>	<p>Recruitment agencies, competent authorities, embassies and consulates should always be informed about changes in the terms and conditions of employment. This way they will always have an updated record that includes the address of the worksite. It is recommended that all parties listed in this clause be informed by the employer.</p> <p>The contract for employment used in Middle Eastern countries and <b>Saudi Arabia</b> for <b>Sri Lankan</b> workers stipulates that the embassy or consulate be informed of any change of residence within seven working days. If the employer is moving to another country, <b>Jordan</b> requests the employer to notify the concerned embassy and get the approval of the worker.</p>	

Job description



## 2. Job description

Providing information about the work category and job description helps the worker understand what is expected of them so they can make an informed decision about their role. This in turn improves the match between the employer's expectations and the worker's skills and experience.

Contracts should provide at least a job title and information on the type of work to be performed.

ILO C189, art. 7 (d)

A job description is also recommended.

ILO R201, para. 6 (2) a

<p><b>2.1</b></p>	<p>Job title: domestic worker</p>	<p>The contracts in <b>Kuwait, Jordan</b>, in <b>Saudi Arabia</b> for <b>Bangladeshi</b> workers, and in the <b>United Arab Emirates</b> for <b>Nepalese</b> workers refer to the job category as domestic worker or domestic service worker.</p>	<p>ILO C189, art. 1 (a), (b)</p>
<p><b>2.2</b></p>	<p>The worker is employed to perform the following tasks (tick as applicable):</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Cleaning</li> <li><input type="checkbox"/> Gardening</li> <li><input type="checkbox"/> Laundry</li> <li><input type="checkbox"/> Cooking</li> <li><input type="checkbox"/> Caring for children</li> <li><input type="checkbox"/> Caring for elderly people</li> <li><input type="checkbox"/> Caring for people who are sick</li> <li><input type="checkbox"/> Caring for persons with disabilities</li> <li><input type="checkbox"/> Caring for pets</li> <li><input type="checkbox"/> Driving a vehicle</li> <li><input type="checkbox"/> Guarding the house</li> <li><input type="checkbox"/> Supervising the work of other domestic workers employed in the household</li> </ul>	<p>A more detailed job description may be annexed to the contract. An example is provided in Annex III.</p> <p>The contracts in <b>Indonesia, Thailand</b> (ILO and My Fair Home) and <b>Sri Lanka</b> include a job description.</p>	<p>ILO C189, art. 7 (d) and ILO R201, para. 6</p>
<p><b>2.3</b></p>	<p>The tasks agreed in Clause 2.2 may only be changed through agreement between the worker and employer, made in an appropriate, verifiable and easily understandable manner, preferably in writing.</p>	<p>Seeking the written agreement of the worker to change the job description and tasks helps to maintain a constructive working relationship, and ensure that the tasks are achievable, taking the worker's skills, training and workload into account.</p> <p>The contract developed by My Fair Home in <b>Thailand</b> (ILO and My Fair Home) requires the employer to obtain the worker's agreement before assigning changes to those tasks.</p>	
<p><b>2.4</b></p>	<p><b>Household characteristics:</b>                  Household size: _____ m2                  Number of household members: _____                  Number of household members requiring care: _____                  Number of floors: _____                  Number of bedrooms: _____                  Number of bathrooms: _____                  Number of other rooms: _____</p>	<p>Information related to the house helps the worker, competent authorities and recruitment agencies to better understand the expected workload and responsibilities, and to set decent working time and wages accordingly.</p> <p>A full job description and list of tasks is provided in Annex III. The annex can alternatively be included as part of the contract itself.</p> <p>The contract in <b>Kuwait</b> provides the number of household members.</p>	

2.5	The employer shall not require the worker to carry out care functions normally performed only by licensed medical professionals.	Specialized medical care, such as setting feeding tubes or injections, should always be carried out by medical professionals.	
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	<h3>3. Wages</h3>		
<p>All Workers, including women, have the right to just and equal remuneration and equal pay for work of equal value. Domestic workers should receive at least minimum wage, as established in the country of destination, where such a minimum wage exists. Wages above the minimum wage should be agreed according to the worker’s level of experience. Contracts should protect workers from being paid less than minimum wage, while also allowing employers and workers to reach agreement on wages and entitlements that exceed minimum requirements.</p>		<p>CEDAW, art. 11 (1); CEDAW, General Recommendation 13; UDHR, art. 23 (2), (3) CESCR, art. 7 (a); CMW, art. 25 (1) a, (3)</p>	
<p>The method for calculating remuneration should be transparent. The periodicity of payments should be at least once per month and be clearly specified. The method of transfer must also be specified.</p>		<p>ILO C189, art. 7 (e)</p>	
<p>When developing, reading or assessing a contract it is important to ensure that agreed wages are commensurate with working hours, rest times and leave (Sections 5-7 of the guidance).</p>			

**Wages**

<b>3.1</b>	<p>Starting from _____ (date), the employer shall pay the worker (tick one only):</p> <p><input type="checkbox"/> Daily</p> <p><input type="checkbox"/> Weekly</p> <p><input type="checkbox"/> Fortnightly</p> <p><input type="checkbox"/> Monthly</p> <p>the amount of _____ (amount) in _____ (currency) for normal working hours agreed to in clause 5.1.</p>	<p>All contracts should provide clear information on remuneration, which should start at least from the date of arrival.</p>	<p>ILO C189, art. 7 (e)</p>
	<p><b>How to calculate remuneration for domestic workers?</b></p> <p>The amount of remuneration should not be lower than the minimum wage in the country of destination, where one is established. If a minimum wage has not been set, benchmarking wages in relation to cost of living and wages in other sectors can be considered. It is recommended that wages are standardized across the sector, regardless of country of origin.</p> <p>If the minimum wage increases, or a new BLA/ MOU is negotiated that exceeds the current wage, the salary of the worker should be adjusted accordingly.</p>	<p><b>CEDAW</b>, art. 11; ILO C189, art. 11; ILO C181, art. 11 (c), 12 (b); ILO C97, art. 6 (1) a (i)</p>	
	<p>Contracts should always provide information on the periodicity of payments. “Periodicity” refers to the frequency with which wages are paid. Workers should be paid at least monthly.</p> <p>The contract for migrant domestic workers in <b>Kuwait</b> stipulates that the salary should be paid on the first of every month. The contract for <b>Sri Lankan</b> workers in Middle Eastern countries stipulates payment at the end of each month.</p>	<p>ILO C189, art. 7 (e), 12 (1); ILO C 95, art. 12</p>	

<p><b>3.2</b></p>	<p>The worker shall receive an annual salary increase of at least _____ .</p>	<p>Salary increases negotiated between the worker and employer are recommended on an annual basis, taking increased living costs in the country of origin and destination into account. At least 3 per cent or higher is recommended.</p> <p>The contract in <b>Sri Lanka</b> mandates the employer to review the employee’s salary/wage every year.</p>	
<p><b>3.3</b></p>	<p>For work performed in excess of normal hours established in Section 5 of this contract, the following rates for overtime pay apply:</p> <p>_____ (amount) in _____ (currency) per hour on a normal working day.</p> <p>_____ in _____ per hour on public holidays or weekly rest days.</p>	<p>Overtime is paid to workers at an increased rate for exceeding the normal number of hours of work. Overtime for domestic workers should be equal to rates applied in other sectors, as determined by national laws, regulations or collective agreements.</p> <p>The recommended rate for work exceeding eight hours in a normal workday is 1.5 times the normal hourly rate. On a weekend, public holiday or rest day the recommended rate for all hours worked is 3 times the normal hourly rate.</p> <p>Contracts for domestic workers in <b>Hong Kong, China (SAR)</b> and <b>Indonesia</b> have provisions specifying overtime payments.</p>	<p>ILO C97, art. 6 (1) a (i); ILO C189, art. 10 (1); ILO R201, para. 6 (2) c, and 8 (1)</p>
<p><b>3.4</b></p>	<p>The worker will be paid _____ (amount) in _____ (currency) per hour for night work, or the amount stipulated by law, whichever is higher.</p>	<p>Additional pay for work performed late at night or early in the morning is recommended. Consider setting night hours as between 22.00 and 06.00.</p>	<p>ILO R201, para. 9 (2)</p>
<p><b>3.5</b></p>	<p>The worker will be paid _____ (amount) in _____ (currency) per hour for standby hours, or the amount stipulated by law, whichever is higher.</p>	<p>Standby time is defined as periods during which domestic workers remain at the disposal of the household in order to respond to possible calls, and are thus not free to dispose of their time as they please.</p>	<p>ILO C189, art. 10 (3); ILO R201, para. 9 (1) a, b, c</p>
<p><b>3.6</b></p>	<p>The employer shall pay the worker directly by the following means, as stipulated by the worker:</p> <p><input type="checkbox"/> Cash: _____ (amount in currency or of salary)</p> <p><input type="checkbox"/> Direct transfer to bank in country of origin: _____ (\$/ )</p> <p><input type="checkbox"/> Direct transfer to bank in country of destination: _____ (\$/ )</p> <p><input type="checkbox"/> Other lawful means of payment (please specify): _____ (\$/ )</p>	<p>The worker may wish to receive some of their income in cash for daily expenses, while saving or remitting the remaining balance.</p> <p>Recruitment agencies and government representatives in countries of origin should ensure workers are aware of any fees incurred through international transfers. Providing financial literacy training in pre-departure training is an effective way to empower workers to make decisions about how to best manage their money, including remittances.</p> <p>Since 2014, the MOU between <b>Indonesia</b> and <b>Saudi Arabia</b> has guaranteed Indonesian migrant domestic workers the right to receive their payment via banks.</p>	<p>ILO C189, art. 7 (e); ILO C189, art. 12 (1); ILO C95, art. 12</p>

<p><b>3.7</b></p>	<p>At the time of each payment, the employer will provide the worker with an original copy of the following as proof of remuneration, with clear information on overtime, leave, deductions and in-kind payments:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> A pay slip signed by the worker</li> <li><input type="checkbox"/> A bank statement and/or bank deposit slip</li> <li><input type="checkbox"/> A record of hours of work (including overtime)</li> </ul>	<p>Employers should always be required to provide an easy-to-understand written account of remuneration and deductions.</p> <p>The worker and employer should both keep a record of pay slips signed by the worker. This will protect both worker and employer in cases where there are disputes.</p> <p>The contract in <b>Jordan</b> requires the employer and worker to sign and keep original copies of a receipt as proof that the employer has paid the salary and that the worker has received it.</p>	<p>ILO C95, art. 14; ILO R201, para. 8 (1) and 15 (1)</p>
<p><b>3.8</b></p>	<p>The employer shall provide documentation required for the worker to open a bank account.</p> <p>The employer and all associates of the employer are prohibited from holding a joint account or acting as a co-signatory to the worker's bank account.</p>	<p>Workers might need the support of employers to open bank accounts, for example, to prove legal residency through a letter of sponsorship from their employer.</p> <p>Contracts in <b>India</b> and the <b>Philippines</b> require the employer to assist the worker to transfer their salary through proper banking channels. The contract for <b>Bangladeshi</b> workers in <b>Saudi Arabia</b> stipulates that the employer help the worker to open a bank account subject to Saudi Arabian Monetary Agency rules.</p>	<p>ILO C95, art. 5</p>
<p><b>3.9</b></p>	<p>Remuneration must be paid to the worker only, except in the case of serious accident, illness or death of the worker. In such cases, unpaid wages, compensation and benefits will be paid directly to the next of kin designated by the worker.</p>	<p>If the next of kin is identified in this contract, the employer can swiftly identify them and transfer outstanding wages, compensation and other entitlements if required. The employer may do this in coordination with the concerned embassy/consulate and recruitment agency(ies), as necessary.</p>	<p>ILO C95, art. 5</p>
<p><b>3.10</b></p>	<p>The employer may not withhold the salary of the worker for any reason.</p>	<p>While the employer may make deductions that are both lawful and agreed to in the contract (see Section 4 below), this is different from withholding wages. Settlement of all wages must be completed within a reasonable period, with no exceptions.</p> <p>The contract in the <b>Philippines</b> requires the employer to transfer money to the home country of the worker, if the contract has ended.</p>	<p>ILO C95, art. 12</p>



## 4. Reimbursements, allowances, in-kind payments and allowable deductions

Allowances, benefits and lawful deductions should be clearly agreed in the contract. Deductions and in-kind payments should be agreed by the worker, and should be for the personal use and benefit of the worker.

ILO C189, art. 12 (2)

Payments in kind should only be included in the contract if they are allowed in national laws, regulations or collective agreements. The use of in-kind payments for migrant domestic workers should amount to a limited proportion of total remuneration, and not be less favourable than those applied to other categories of workers.

The monetary value attached to any in-kind payments or deductions must be fair and reasonable.

<p><b>4.1</b></p>	<p>The following <b>in-kind payments</b> are agreed to by the worker and employer (tick as applicable):</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Food costs, at no more than _____ (amount) in _____ (currency) per meal.</li> <li><input type="checkbox"/> Accommodation costs, at no more than _____ in _____ per month. Accommodation may not be considered a payment in kind if the worker is required to live in the home of the employer.</li> <li><input type="checkbox"/> Other lawful in-kind payments (please specify item(s) and amount): _____</li> </ul>	<p>While in-kind payments are not recommended, the contract should provide clear information if in-kind payments will be made to the worker. In-kind payments should be made on the basis of mutual agreement; and be limited to items that clearly benefit the worker. If residing in the home of the employer is a requirement of the job, accommodation should not be considered a payment in-kind, as it is not solely for the benefit of the worker. Costs incurred by the employer for work-related expenses – for example, uniforms – should not be passed on to the worker.</p> <p>Most countries prohibit payment in kind. Where it is allowed, many stipulate that the cash remuneration of the domestic worker cannot fall below the minimum wage, and thus that payments in kind can only be a part of the total remuneration, and not a part of the minimum wage. The ILO Committee of Experts has expressed doubt concerning payment in kind that exceeds 50 per cent of wages. Many countries prohibit in-kind payments exceeding 30 per cent of wages.</p>	<p>ILO R201, art. 14 (c); ILO C189, art. 12 (2); ILO C95, art. 4 (2) a, b</p>
	<ul style="list-style-type: none"> <li><input type="checkbox"/> The employer certifies that the above in-kind payments are equal to or less than the cost price of the item(s)</li> </ul>	<p>The monetary value attributed to in-kind payments must be fair and reasonable. Reference should be made to objective criteria such as market value, cost price or prices fixed by public authorities when calculating the monetary value of payments in kind.</p> <p>Some countries explicitly state that employers may not charge more than the actual cost of the goods provided. Other countries use the price a worker would pay for a product, service or housing if he or she were to buy it.</p> <p>In <b>Cambodia</b>, in-kind payment cannot be considered part of the minimum wage.</p>	<p>ILO R201, art. 14 (c); ILO C189, art. 12 (2); ILO C95, art. 4 (2) a, b</p>



<p><b>4.2</b></p>	<p>The following <b>deductions</b> are prohibited without exception:</p> <ul style="list-style-type: none"> <li>• Recruitment agency fees</li> <li>• Accidental breakages and damages</li> <li>• Items required to perform duties, including uniforms, tools or protective equipment, and their cleaning and maintenance</li> <li>• Costs associated with accommodation provided to live-in workers, except with the worker's agreement</li> <li>• Medical costs including insurance</li> <li>• Costs incurred by the worker in the course of performing their duties, including fuel for vehicles driven by the worker; heating, electricity and gas; groceries and communication costs</li> </ul>	<p>Regulating recruitment agencies to prohibit the deduction of recruitment fees from the remuneration of the worker is recommended.</p> <p>For more information, please see UN Women's "Gender-responsive self-assessment tool for recruitment agencies".</p>	<p>ILO C189, art. 15 (1) e; ILO C181, art. 7 (1)</p>
		<p>Accidental damages and costs directly associated with the worker's employment and tasks are not allowable deductions.</p> <p>The contract in <b>Bangladesh</b> (for workers bound for <b>Saudi Arabia</b>) stipulates that deductions must be lawful and require the approval of the worker.</p> <p>The contract for <b>Sri Lankan</b> migrant domestic workers in Middle Eastern countries requires accommodation and food to be provided for free.</p>	<p>ILO R201, para. 14 (c), (d), (e)</p>
<p><b>4.3</b></p>	<p>The worker shall receive the following entitlements or reimbursements, to be provided in advance:</p> <p>The employer will provide the following (tick one only as applicable):</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> A <b>mobile phone</b> to be used for work-related purposes only, with all communication costs provided</li> <li><input type="checkbox"/> A <b>mobile phone</b> for personal and work-related use, with all communication costs provided and with personal use to occur only during rest and standby hours</li> <li><input type="checkbox"/> A <b>mobile phone</b> for personal and work-related use, with all work-related communication costs; the worker is required to cover costs associated with personal use, which must only occur during rest and standby hours</li> <li><input type="checkbox"/> <b>Wi-Fi</b> access in the home, free of charge, with access to computers, phones and/or tablets for personal use during the following hours _____ every week</li> </ul> <ul style="list-style-type: none"> <li><input type="checkbox"/> The worker is permitted to use the family car for personal use</li> <li><input type="checkbox"/> The worker is required to use the family car for work purposes only</li> </ul>	<p>Providing clear information on entitlements and reimbursements is a good practice. Below are some examples of the categories that may be included.</p> <p>Mobile phones are increasingly recognized as an essential item for workers, particularly domestic workers who can be isolated in private homes. Workers should have access to and reasonable usage of communication devices. Employers can consider assisting workers through access to Wi-Fi, and Skype, FaceTime, WhatsApp or other low- or no-cost means of contacting family and friends at home and in countries of destination.</p> <p>The cost of work-related use of phones should not be passed on to the worker.</p> <p>The contract developed by the Government of <b>India</b> requires the employer to provide a mobile phone and connection free of cost to the employee within 15 days of reaching the workplace. The mobile number shall be communicated to the Indian mission, the concerned recruiting agent if any and the worker's family.</p> <p>Clearly agreeing to usage of vehicles and other assets/equipment in the household will prevent disputes and contribute to a harmonious home/ workplace.</p>	

<p><b>4.5</b></p>	<p>The worker will have access to at least three adequate meals a day as follows:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Three meals per day including on rest days provided by the employer at no cost to the worker</li> <li><input type="checkbox"/> Meals during work hours only, with a stipend provided for all other meals, to the amount of: _____</li> <li><input type="checkbox"/> A food allowance of _____ per month</li> </ul> <p>Meals should be nutritious, of good quality and adapted to a reasonable extent to the dietary, cultural, medical and religious requirements of the worker.</p>	<p>Contracts should always specify the provision of food and accommodation, as applicable.</p> <p>If no food is provided, the employer may provide a food allowance. It is important that both agree on the option most suitable for them, while ensuring the worker is able to eat at minimum three meals per day.</p> <p>The contract for <b>Sri Lankan</b> workers in <b>Qatar</b> provides a food allowance of 200 QR, in case food is not provided by the employer.</p>	<p>ILO C189, art. 7 (h)</p> <p>UDHR, art. 25 (1); CESCR, art. 11 (1); CEDAW, art. 14 (h); CESCR, General Comment 12, paras. 8, 9, 11; ILO R201, para. 17 (d)</p>
<p><b>4.6</b></p>	<p>The employer will provide accommodation through:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Accommodation at the workplace identified in Clause 1.5 of this contract</li> <li><input type="checkbox"/> Accommodation at another site, at no cost to the worker. The address of the accommodation is: _____ _____ _____</li> <li><input type="checkbox"/> A monthly housing allowance of _____</li> </ul>	<p>Contracts should always specify the provision of food and accommodation, as applicable.</p>	<p>ILO C189, art. 7 (h); UDHR, art. 25 (1); CESCR, art. 11 (1); CEDAW, art. 14 (h)</p>
<p><b>4.7</b></p>	<p>The employer will provide the worker with:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> A monthly allowance for clothing suitable for local temperatures</li> <li><input type="checkbox"/> Clothing suitable for local temperatures</li> </ul>	<p>Many contracts stipulate the provision of clothing to the worker, including in Middle Eastern countries (for <b>Sri Lankan</b> workers), and the <b>United Arab Emirates</b> (for <b>Nepalese</b> workers).</p>	
<p><b>4.8</b></p>	<p>The worker is entitled to the following additional payments:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Tips</li> <li><input type="checkbox"/> Travel allowances</li> <li><input type="checkbox"/> Others (please specify): _____</li> </ul>		<p>ILO C189, art. 7 (e)</p>



## 5. Working hours and daily rest

The ILO recommends working hours not exceed eight hours per day (48 hours per week). Any additional hours worked should incur overtime penalties. Overtime should not exceed 36 hours per week in addition to normal working hours.

Periods of daily rest should be a minimum of 11 hours. In addition, domestic workers should enjoy paid break times throughout the day, in accordance with national laws and collective agreements applicable to other sectors. Workers under the age of 18 must not be required to work between the hours of 22.00 and 06.00.

Standard Contract for Domestic Workers in Thailand (ILO and My Fair Home)

<p><b>5.1</b> The worker shall work _____ days per week or as fixed by law, whichever is lower.</p> <p><input type="checkbox"/> Working hours are from _____ am/pm to _____ am/pm, for a total of _____ hours per day</p> <p><input type="checkbox"/> Working hours vary by day, as follows:</p> <p>Monday: _____</p> <p>Tuesday: _____</p> <p>Wednesday: _____</p> <p>Thursday: _____</p> <p>Friday: _____</p> <p>Saturday: _____</p> <p>Sunday: _____</p>	<p>Normal hours of work must be specified in contracts for domestic workers.</p>	<p>ILO C189, art. 7 (f)</p>
	<p>Domestic workers should enjoy rights equal to those enjoyed by workers generally in relation to normal hours of work, overtime compensation, periods of daily and weekly rest and paid annual leave. Daily and weekly working hours should be in line with national labour laws, and international human rights and labour standards.</p>	<p>ILO C47, art. 1 (a), (b); CESCR, art. 7 (d); ILO C181, art. 11 (d), 12 (c); CMW, art. 25 (1), (2), (3); ILO C97, art. 6 (1) a (i); ILO C189, art. 10 (1)</p>
	<p>Rights-based contracts should follow the principle of a 40-hour working week (eight hours of work per day).</p>	<p>ILO R116, para. 5</p>
<p>If the worker is under the age of 18, working hours exceeding 48 hours per week, including overtime and standby periods, are prohibited.</p>	<p>The contract in <b>Thailand</b> (ILO and My Fair Home) includes additional provisions for workers under the age of 18, including up to 30 days of paid leave to participate in educational activities.</p>	<p>Standard Contract for Domestic Workers in <b>Thailand</b> (ILO and My Fair Home)</p>
<p><b>5.2</b> The worker is entitled to _____ minutes of break time for every _____ hours of work.</p>	<p>Daily rest periods and normal hours of work must be specified in contracts for domestic workers.</p>	<p>ILO C189, art. 7 (f), (g)</p>
	<p>The laws of many countries require a break after a maximum of six consecutive hours of work. Meal breaks may last from 30 minutes to 2 hours, and should be provided about halfway through the working day. Shorter breaks should also be provided for at least 10 minutes. During overtime, night work or strenuous work, additional breaks may be organized.</p> <p>The contract used by the Government of <b>Indonesia</b> provides for a break for meals and rest during working hours.</p> <p>The contract in <b>Kuwait</b> stipulates that the worker shall be given at least an hour break after each five working hours.</p>	<p>ILO R201, para. 10</p>

5.3	<p>The worker shall be given a night break of at least _____ consecutive hours (but no less than 11 consecutive hours).</p> <p>Workers under the age of 18 are prohibited from working between 22.00 and 06.00.</p>	<p>The contract must specify daily rest periods. While there is no established standard in place for domestic workers, at least 11 consecutive hours is recommended.</p> <p>The contract for <b>Nepalese</b> migrant domestic workers in the <b>United Arab Emirates</b> stipulates at least eight hours of daily rest.</p>	ILO C189, art. 7 (g)
5.4	<p>The worker is entitled to an adequate compensatory rest period if the normal period of rest is interrupted by overtime, including standby time or night work, irrespective of financial compensation.</p>	<p>The ILO recommends compensatory rest periods for domestic workers.</p> <p>The contract for <b>Bangladeshi</b> workers in <b>Saudi Arabia</b> stipulates that the worker be provided with another rest day if the worker agrees to work on a holiday.</p>	ILO R201, para. 12
5.5	<p>Work outside the hours specified in Clause 5.1 shall only be undertaken with the consent of the worker. Workers under 18, pregnant, breastfeeding or nursing a baby shall not be required to perform overtime or night work.</p>	<p>The ILO recommends certain exceptions for night work based on, among others, the health and educational needs of the worker.</p>	ILO R201, para. 5 (2) b; ILO R191, art. 6 (4)
5.6	<p>The employer shall provide the worker an easily understandable written account of working time, overtime, night work, standby periods and daily rest, to be provided at each pay cycle.</p>	<p>The ILO recommends domestic workers and their employers keep a record of hours worked, including overtime, standby periods and night work. This will protect both worker and employer if there is a dispute.</p> <p>A sample time sheet is provided in Annex IV.</p>	ILO R201, para. 8 (1), (2)
5.7	<p>If the worker is under the age of 18, the employer shall adjust working hours to ensure the worker is able to access education and training.</p>	<p>Young people should be allowed sufficient time to attend classes, study or participate in vocational training.</p>	ILO C189, art. 4 (2).
5.8	<p>Workers who are breastfeeding and/or nursing are entitled to daily breaks for breastfeeding, and/or a daily reduction in hours of work, which will be counted as working time and remunerated accordingly.</p>	<p>The ILO Maternity Convention affords parents the right to one or more daily break, and/or a reduction in working hours per day, for breastfeeding. The Convention explicitly requires that breaks/reduced hours be counted as daily working hours.</p> <p>This affirms CEDAW, which requires the provision of support services to enable parents to combine family obligations with work responsibilities.</p>	ILO C183, art. 10; CEDAW, art. 11 2 (c)
		<p>It is important that parents who are nursing and/or breastfeeding be provided with breaks, and a clean, safe and private place. The worker should be able to take breaks according to her and her child's needs.</p>	ILO R191, paras. 7, 8, 9

	<h2>6. Rest day per week</h2>	
	<p>Contracts for domestic workers should always include clear information on weekly rest periods, which should be for at least 24 consecutive hours.</p>	<p>ILO C189, art. 7 (g)</p>
	<p>During rest periods, the right of the worker to freedom of movement, privacy, rest and leisure should be respected. The worker must be free to leave the home/ workplace without permission, and associate with friends, families and others.</p>	<p>UDHR, art. 12, 24; CESCR, art. 7 (d); CCPR, art. 17 (1)</p>
	<p>The worker's status as a domestic worker, or as a migrant, should not affect whether they are provided with a rest period.</p>	<p>UDHR, art. 2; CMW, art. 25 (1), (2), (3); ILO C189, art. 10 (1)</p>

Rest day per week

<p><b>6.1</b></p>	<p>The worker will receive at minimum one rest day per week of at least 24 consecutive hours.</p>	<p>Usually, weekly rest is defined in days or hours.</p>	<p>ILO C189, art. 7 (g); ILO C189, art. 10 (2); ILO R201, para. 11 (1)</p>
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<p><b>6.2</b></p>	<p>The employer and the worker agree on the following rest day, starting at _____ am/pm and ending at _____ am/pm on _____ (day).</p>	<p>Weekly rest can be guaranteed with specific starting and ending times, for example from Thursday 6pm until Friday 6pm.</p> <p>The employer and the worker should agree on a weekly rest day, for example, on the worker's day of worship, or when her friends or family members are also not working.</p> <p>The contract in <b>Thailand</b> (ILO and My Fair Home) requires the employer and worker to agree together on a weekly rest day, taking family commitments and religious beliefs and practices into account.</p>	<p>ILO R201, para. 11 (2)</p>
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<p><b>6.3</b></p>	<p>Work during weekly rest periods shall not occur over a period longer than two weeks. The employer will provide the worker with compensatory rest and overtime pay when weekly rest periods are interrupted.</p>	<p>Providing the worker with regular weekly rest helps to ensure the worker remains healthy and productive. Accumulating weekly rest days for longer than two weeks is not recommended.</p>	<p>ILO R201, paras. 11 (3), 12</p>
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	<h2>7. Public holidays and leave</h2>	
	<p>Everyone has the right to rest and leisure, including with periodic paid holidays. Remuneration for working on public holidays is a universal right.</p>	<p>UDHR, art. 24; CESCR, art. 7 (d)</p>
	<p>Domestic workers should be able to accumulate annual leave and sick leave in line with workers in all other sectors.</p>	<p>ILO C189, art. 7 (g); ILO R201, para. 6 (2) b</p>
	<p>All workers, regardless of sector of employment or gender, have the right to spend public holidays and leave however and wherever they choose (within the law).</p>	<p>UDHR, art. 12; CCPR, art. 17 (1); CMW, art. 44</p>

Public holidays and leave

<p><b>7.1</b></p>	<p>The worker is entitled to _____ public holidays per year, or the number of public holidays allowed under the law, whichever is higher.</p>	<p>When migrant domestic workers receive paid public holidays, they can participate in the public life of the country of destination and learn about its culture and history. This in turn can help them to integrate into a new society, and increase their satisfaction and productivity. Workers may also choose to replace holidays in the country of destination with important national and religious holidays in their country of origin.</p>	<p>CESCR, art. 7 (d)</p>
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	<p>The worker is entitled to the following national holidays at full pay: _____.</p> <p>The worker is entitled to the following international holidays at full pay: _____.</p> <p>If the worker is required to work on any of the public holidays, the worker will be paid at the overtime rate established in Clause 3.3.</p>	<p>The contract in <b>Thailand</b> (ILO and My Fair Home) entitles the worker to a minimum of 13 days of public holidays per year with regular pay, to be specified in the contract. Public holiday entitlements must include National Labour Day. The contract also stipulates that when a public holiday falls on a weekly rest day, the worker is entitled to take off the following working day.</p> <p>The contract in <b>Macau, China (SAR)</b> entitles workers to 10 public holidays without loss of remuneration.</p>	
<b>7.2</b>	<p>The worker is entitled to three working weeks of fully paid annual leave per year of service, or the amount of annual leave specified by law for all other sectors, whichever is higher.</p> <p>The worker will accumulate _____ days of fully paid annual leave per month.</p>	<p>Domestic workers' contracts must include information on annual leave. Annual leave is usually accumulated in days per month worked. The qualifying period before beginning to collect leave days should be kept to a minimum and should not exceed six months.</p> <p>The contract for <b>Nepalese</b> domestic workers in the <b>United Arab Emirates</b> provides for one month of leave with pay after the completion of one year.</p> <p>According to the contract in <b>Macau, China (SAR)</b>, the worker and employer shall agree upon annual leave dates.</p> <p>The contract in <b>Sri Lanka</b> entitles the domestic worker to three weeks of annual leave after every 12 months of continuous service to be taken at a time convenient to the employer and the employee.</p> <p>The contract in <b>Thailand</b> (ILO and My Fair Home) entitles full time workers to a minimum of six days of paid annual leave. If the worker has worked less than one year, the number of annual leave days shall be calculated proportionately at a ratio of one annual leave day per every two months of work.</p>	<p>ILO C132, art. 3 (3), 5 (2), 7, 8; ILO C189, art. 7 (g)</p>
<b>7.3</b>	<p>Time spent accompanying household members on travel shall not be counted as annual leave.</p>	<p>The ILO recommends time spent accompanying household members on holiday should not count as annual leave.</p>	<p>ILO R201, para. 13</p>
<b>7.4</b>	<p>The worker will receive _____ days of sick leave with full pay, or the number of days required under the law for all other sectors, whichever is higher.</p>	<p>Being able to recover from illness or injury before returning to work helps prevent chronic or reoccurring illnesses.</p> <p>The contract for <b>Nepalese</b> migrant domestic workers in the <b>United Arab Emirates</b> stipulates that the employer should allow the worker to rest until recovery with full payment of salary as per the Labour Law in the United Arab Emirates.</p>	<p>ILO R201, para. 6 (2) b</p>
<b>7.5</b>	<p>The worker will receive _____ days of paid emergency leave per year, granted on provision of evidence of the emergency situation.</p>	<p>Emergency leave could include a death or serious illness of a friend or family member.</p>	<p>ILO R201, para. 6 (2) b</p>



## 8. Social protection and insurance


Migrant workers and their family members have the right to the same treatment as nationals with regards to social security, provided they fulfil the requirements of applicable legislation and/or bilateral and multilateral treaties.	CMW, art. 27 (1), (2); CEDAW, art. 11 (1) e; ILO C189, art. 14 (1), (2)
Everyone has the right to social insurance and protection. This is variously established through CEDAW, international labour standards, and the Universal Declaration of Human Rights establishes the right of everyone to social security including through international cooperation.	UDHR, art. 22; CESC, art. 9; ILO C189, art. 14 (1)
Everyone has the right to the highest attainable standards of physical and mental health.	CESCR, art. 12 (1); CESCR, General Comment 22, para. 7
Women have the right to specific educational information to help to ensure the health and well-being of families, including information and advice on family planning; while access to health-care services, including family planning, must be on a basis of equality between men and women.	CEDAW, art. 10 (h), 12 (1)

Social protection and insurance

<p><b>8.1</b></p> <p>In case of illness, the worker's medical expenses will be covered by (tick at least one):</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> National social security and/or health-care schemes</li> <li><input type="checkbox"/> Private medical insurance provided by the employer</li> </ul> <p>One or a combination of the above sources will ensure the worker is guaranteed access, at no cost to the worker, to preventative care, medicines, sexual and reproductive health services, including pregnancy, emergency medical care, emergency dental care and hospitalization.</p> <p>In addition, using the above source(s) the worker will have access to (tick as applicable):</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Preventative dental care</li> <li><input type="checkbox"/> Counselling and psychosocial support</li> <li><input type="checkbox"/> Annual health check</li> </ul>	<p>Each country has its own social protection law(s) that decide compulsory and voluntary enrolments. The application of social protection systems to migrant workers and domestic workers varies across countries.</p> <p>This clause is designed to ensure all necessary medical and health services are available to the worker. It compels the employer to provide medical insurance where social security systems do not cover all or some of the necessary services.</p> <p>The clause is designed to allow the employer and worker to negotiate protections that exceed minimum standards, which may include, among others, preventative dental care, psychosocial health care and annual preventative health checks (undertaken with the consent of the worker).</p> <p>The Dubai Health Insurance Authority in the <b>United Arab Emirates</b> has provided a license to certain health insurance companies to provide an essential benefit package for workers making less than AED 4,000 per month. This is the minimum insurance package an employer should provide for a domestic worker to avoid fines.</p> <p>The contract for <b>Nepalese</b> migrant domestic workers in the <b>United Arab Emirates</b> stipulates that the employer shall insure all medical expenses of the worker, including hospitalization and medication.</p>	<p>UDHR, art. 22, 23 (3); CESCR, art. 9; ILO C189, art. 14 (1) ILO C102, art. 7, 8,10</p>
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<p><b>8.2</b></p>	<p>If not covered by social security schemes or medical insurance, the employer shall assume all medical costs of the worker.</p>	<p>This clause is recommended to provide protection for workers whose employers have not complied with Clause 8.1, ensuring that in the absence of medical insurance or social protection, the employer is compelled to cover medical costs.</p> <p>The contract in the <b>Philippines</b> requires the employer to assume medical costs.</p>	<p>CEDAW, art. 12 CESCR, art. 7 (b), 12 (1); CESCR, General Comment 22, para. 7</p>
<p><b>8.3</b></p>	<p>The employer will enrol the worker in all social security schemes required by law. In addition, the employer will provide the worker with the following contributions and/or insurances (tick as applicable):</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> _____ /\$ on top of the salary stipulated in Clause 3.1 into a pension fund</li> <li><input type="checkbox"/> Insurance for invalidity and incapacity to work</li> <li><input type="checkbox"/> Worker's compensation fund</li> <li><input type="checkbox"/> Unemployment insurance</li> </ul>	<p>ILO Convention No. 189 calls on governments to ensure domestic workers enjoy social protection no less favourable than protection applicable to workers generally. Countries of origin can use model contracts, MOUs and BLAs tools to extend coverage to migrant domestic workers. Addressing the portability of social security benefits through bilateral and multilateral agreements will enable the worker to claim benefits of his/her enrolment upon the termination of the contract.</p> <p>Where migrant domestic workers are excluded from social security and welfare schemes, governments in countries of origin can establish migrant welfare funds for old age, illness, injuries, pregnancy, disability and death, among others.</p>	<p>ILO C189 art. 14 (1)</p>
<p><b>8.4</b></p>	<p>The worker is entitled to _____ days of parental leave at full pay.</p> <p>The worker is additionally entitled to _____ days of parental leave without pay.</p> <p>The worker and employer will negotiate dates of parental leave in the best interest of the worker, the worker's family and the employer. The worker shall provide no fewer than _____ days/weeks of notice before taking parental leave.</p>	<p>States Parties to CEDAW are obliged to introduce maternity leave with pay or comparable social benefits. At least 14 weeks of paid parental leave, including at least six weeks after giving birth, is recommended.</p> <p>The contract in <b>Macau, China (SAR)</b> stipulates that 49 days of maternity leave must be taken immediately after childbirth, with the remaining days taken, wholly or partially, before or after the childbirth at the discretion of the worker. The worker must provide five days advance notice if taking a portion prior to childbirth.</p>	<p>CEDAW, art. 11 (2) a, b; ILO C181, art. 12 (i); ILO C183, art. 4 (1), (4), (5); ILO R191, art. 1 (1), (2); UDHR, art. 25 (2)</p>
<p><b>8.5</b></p>	<p>If the worker is required or permitted to drive the employer's vehicle, the employer is responsible for insurance of the vehicle, worker and damages to third parties. This applies regardless of whether the worker is driving for personal or work-related purposes.</p>	<p>Damages should not be deducted from the worker's salary. If the worker is required to drive a car, the employer is advised to ensure all insurances cover the worker.</p>	<p>ILO R201. para.14 (c), (e).</p>
<p><b>8.6</b></p>	<p>In the case of an accident, injury or illness arising from work, the employer will arrange immediate medical treatment and inform the worker's family, embassy/consulate, recruitment agency and other concerned authority/ies.</p>	<p>It is essential that the employer immediately reacts and takes the worker to a doctor and/or hospital, to ensure timely treatment and avoid further complications.</p>	<p>CESCR, art. 12 (1); ILO C155. para. 18.</p>



 <b>9. Occupational health and safety</b>		
<p>This section upholds the right of everyone to the highest attainable standards of physical and mental health.</p>		<p>CESCR, art. 12 (1); CESCR, General Comment 14</p>
<p>Right to safe and healthy working environment and conditions of work for all people, and in all branches of economic activity. The ILO's Occupational Health and Safety Convention (C155) defines the workplace as all places where workers need to be or to go by reason of their work, and that are under the direct or indirect control of the employer.</p>		<p>CESCR, General Comment 22, para. 4; ILO C155, art. 1, 3</p>
<p><b>9.1</b></p>	<p>The employer shall make all reasonable efforts including those required by law to eliminate and minimize work-related hazards and risks, including by:</p> <ul style="list-style-type: none"> <li>• Providing a first-aid kit that is accessible, clearly visible and sufficiently equipped</li> <li>• Providing orientation on the use of equipment, machines and other materials to be used for work purposes</li> </ul>	<p>Measures taken by the employer must be in line with national laws and regulations regarding occupational health and safety.</p> <p>It is recommended that employers, in consultation with workers, assess the risks in their households and eliminate or minimize these. The employer can reduce risks to the worker and their own liability by providing guidance on how to use equipment, appliances and other materials.</p> <p>The contract for domestic workers in <b>Indonesia</b> provides for a first-aid kit.</p>
<p><b>9.2</b></p>	<p>The employer shall not require a pregnant or nursing worker to perform work proven to be harmful to her and/or her baby's health.</p>	<p>ILO C155, art. 14 (2); ILO C189, art. 13; CEDAW, art. 11 (1) f, (2) d; CESCR, art. 7 (b); ILO R201, para. 19</p>
<p><b>9.3</b></p>	<p>The employer shall ensure that any work-related medical testing, examinations or treatment be undertaken only with the worker's informed consent. Results from medical examinations, testing and treatment shall only be shared with the employer or any third party with the worker's informed, prior and written consent.</p>	<p>CEDAW has been ratified by most countries of origin and destination in the South Asia-Middle East Corridor. Countries that have ratified CEDAW are obliged to provide special protection to women during pregnancy in types of work proven to be harmful to them.</p>
<p><b>9.3</b></p>	<p>The employer shall ensure that any work-related medical testing, examinations or treatment be undertaken only with the worker's informed consent. Results from medical examinations, testing and treatment shall only be shared with the employer or any third party with the worker's informed, prior and written consent.</p>	<p>CEDAW, art. 11 (1) f, (2) d; UDHR, art. 25 (2); ILO C183, art. 3; ILO R191, art. 6 (1), (2), (3); CEDAW, General Recommendation 24</p>
<p><b>9.3</b></p>	<p>The employer shall ensure that any work-related medical testing, examinations or treatment be undertaken only with the worker's informed consent. Results from medical examinations, testing and treatment shall only be shared with the employer or any third party with the worker's informed, prior and written consent.</p>	<p>Workers have the right to consent to medical examinations and testing. The nature and purpose of medical exams should be explained to the worker. Results should be kept confidential between the worker and doctor except with the worker's informed, prior and written consent.</p> <p>HIV status or pregnancy should not be grounds for dismissal (see Clause 16.3). The employer should never require the worker to undergo HIV or pregnancy tests.</p>
		<p>ILO R201, paras. 3, 4 (a); ILO R200, paras. 24-28; CEDAW, General Recommendation 24, art. 31 (e); CEDAW, General Recommendation 26, art. 24 (d)</p>



## 10. Standards of living

Women and men must have the same right to choose their residence. Everyone has the right to adequate housing and continuous improvement of living conditions. CESCR acknowledges the need for international cooperation to realize this right.

CEDAW, art. 15 (4);  
CESCR, art. 11 (1);  
CESCR, General  
Comment 4, paras. 7,  
8 (b) and (d), 9

Ensuring migrant domestic workers have adequate, dignified and private accommodation is important for realising universal rights to life, liberty and security of person; and the right to privacy.

UDHR, art. 3, 12; CCPR,  
art. 6, 9; CMW, art. 9,  
14, 16 (1); ILO C189, art.  
6; CEDAW, General  
Recommendation 26,  
para.6

10.1	The worker shall be free to reach an agreement with the employer on whether to reside in the household.	The worker has the right to choose to live at the premises of the employer or independently.	ILO C189, art. 9 (a); CEDAW, art. 15 (4); CCPR, art. 10 (1)
10.2	Accommodation provided by the employer must be <b>private</b> and equipped with lockable door(s). The key should be provided only to the worker.	Accommodation should include facilities essential for dignity, privacy, health and security. The right of the worker to privacy should be respected at all times.  The contract for domestic workers in <b>Sri Lanka</b> stipulates that only the worker may occupy the accommodation.	ILO R201, paras. 6 (2), 17 (a), (b), (c), 21 (1) b; CMW, art. 14; ILO C189, art. 6
10.3	The accommodation, salaries and/or allowances provided under Clause 4.6 should ensure the worker lives in secure, hygienic and dignified accommodation. Accommodation shall be suitably furnished and ventilated, with adequate temperature control and lightning.  The worker shall have access to a hygienic, lockable bathroom containing at minimum a toilet, sink and shower.  The worker shall at all times have access to safe drinking water, hygienic food storage and cooking facilities, and personal hygiene items and toiletries.	Details of accommodation should be provided in the contract.  Everyone has the right to an adequate standard of living. International standards state that the right to housing should not be interpreted narrowly in terms of shelter, but instead implies an entitlement to live in dignity. Accommodation offered to migrant domestic workers should include adequate space and protection from cold, damp, heat, rain, wind or other threats to health.  Live-in workers should have access to common resources including safe drinking water, energy for cooking, heating and lightning, sanitation and washing facilities, means of food storage, refuse disposal, site drainage and emergency facilities. Live-out workers should receive allowances and/or salaries that guarantee the same.  The contract for <b>Sri Lankan</b> workers in <b>Qatar</b> stipulates that the accommodation of the worker should be equipped with beds and a suitable bathroom in accordance with the appropriate sanitary and health conditions. It also stipulates that the employer supply the worker with cold fresh drinking water.	ILO R201, para. 6 (2) (f), 17 (a), (b), (c), 21 (1) b; CESCR, General Comment 4, paras. 7, 8 (b) and (d), 9  UDHR, art. 25 (1); CESCR, art. 11 (1); CEDAW, art. 14 (h)



## 11. Communication, information and freedom of association


The right to freedom of expression, and the right to peaceful assembly and association apply to everyone regardless of gender, national origin and migration status.	UDHR, art. 19, 20; CCPR, art. 19 (2); CMW, art. 13 (2); CERD, art. 5 (d) viii, xi
The employment contract can assist with ensuring freedom of movement and freedom of communication, which upholds the right to privacy and family life.	UDHR, art. 12; CCPR, art. 17 (1)

Communication, information and freedom of association

<b>11.1</b>	Outside of working hours, the employer shall not restrict the worker from accessing any lawful means of communication, including postal systems, the Internet and media.	The contract in the <b>Philippines</b> stipulates that the employer is obligated to help the worker post correspondence to their family, respecting privacy at all times. The contract in <b>Jordan</b> prohibits the employer from restricting the worker's communication.	UDHR, art.12; CCPR, art. 17 (1)
<b>11.2</b>	The employer shall not confiscate mobile phones and other personal effects of the worker, and/or restrict the worker's use of a mobile phone outside working hours.	Phones help workers to stay in touch with people back home, decreasing isolation and reducing separation from family and friends.  Recommendations from the 11th <b>ASEAN</b> Forum on Migrant Labour accords all migrant workers the right to ownership, access and reasonable usage of mobile phones or other ICT devices. It calls for increasing connectivity in hard-to-reach places with reference to isolated and vulnerable workers.  The contracts for <b>Bangladeshi</b> workers in <b>Saudi Arabia</b> and for <b>Nepalese</b> workers in the <b>United Arab Emirates</b> stipulate that the worker shall be allowed to communicate freely with his/her family and her embassy/consulate on his/her own expenses or account.	UDHR, art. 19; CCPR, art. 19 (2); CMW, art. 13 (2); CERD, art. 5 (d) viii
<b>11.3</b>	During working hours, the worker shall limit the use of mobile phones to work-related purposes, except in emergencies and other exceptional circumstances.	Making it clear to workers that phones should only be used during rest hours is a good way to avoid disputes between employer and worker. Recruitment agencies and countries of origin have an important role to play in ensuring workers understand any restrictions on phone use during work hours, for example during pre-departure training.	
<b>11.4</b>	The employer shall not hinder the worker from joining or maintaining membership of a trade union or workers' association. Membership in a trade union or worker's association shall not be considered valid grounds for dismissal.	The right of everyone to join and form trade unions and the right to peaceful assembly, association and collective bargaining are fundamental human and labour rights.  In many countries, migrant workers and/or domestic workers are not permitted to form or join trade unions by law. Applicable laws should be carefully considered to ensure this clause will be enforceable in the country of destination. Countries of origin and destination should work together to ensure the legal environment supports implementation.  The contract for domestic workers in <b>Indonesia</b> provides for the worker's freedom of association.	ILO C87, art. 2, 8 (1), (2) and 11; UDHR, art. 23 (4); CESC, art. 8 (a), (b), (c), (d); CMW, art. 26 (1), (2) and 40 (1), (2) (b); CERD, art. 5 (d) ix; CCPR, art 22 (1); ILO C189, art. 3 (2) a; ILO R201, para. 2 (a), (b); CEDAW, General Recommendation 26, para. 26 (b)

<p><b>11.5</b></p>	<p>The worker is free to leave the house and choose how to spend their free-time during periods of daily and weekly rest, public holidays and annual leave.</p>	<p>Freedom of movement is a fundamental human right and must be respected at all times.</p> <p>The contract in <b>Thailand</b> (ILO and My Fair Home) reaffirms the freedom of live-in workers to leave the house and choose how to use periods of daily and weekly rest, public holidays and annual leave.</p>	<p>UDHR, art. 13 (1); CMW, art. 16 (1); CCPR, art. 12; CERD, art. 5 (d) i; ILO C189, art. 9 (b); CEDAW, General Recommendation 26, para. 26 (d)</p>
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Identity documents and registration

<p> <b>12. Identity documents and registration</b></p>		<p>UDHR, art. 13 (1), (2), 15; CEDAW, General Recommendation 26, art. 26 (d); CERD, art. 5 (d) (i), (ii); CCPR, art. 12 (4)</p>
<p>Protecting the right of migrant domestic workers to obtain and maintain identity documents and registration is important for upholding the right to freedom of movement and right to nationality</p>		

<p><b>12.1</b></p>	<p>The passport, immigration documents, work permit and employment contract of the worker shall remain in the worker's possession.</p>	<p>All documentation should be retained by the worker at all times. No one other than an authorized official has the right to confiscate or destroy identity documents, including visas, passports and work permits.</p> <p>Contracts in countries such as <b>Jordan, Saudi Arabia</b>, (for <b>Bangladeshi</b> workers) <b>Thailand</b> (ILO and My Fair Home) and the <b>United Arab Emirates</b> (for <b>Nepalese</b> workers) affirm the right of migrant domestic workers to keep their passports or documentation. This may be further protected by law. For example, <b>Kuwait's</b> Ministerial Decree No. 68 (2015) prohibits the employer from keeping any of the worker's documents.</p>	<p>CMW, art. 21</p>
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<p><b>12.2</b></p>	<p>The cost of residence, work permit(s), visas and renewals will be covered by:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> The employer</li> <li><input type="checkbox"/> The recruitment agency in country of origin</li> <li><input type="checkbox"/> The recruitment agency in country of destination.</li> </ul>	<p>The contract for <b>Bangladeshi</b> workers bound for <b>Saudi Arabia</b> stipulates that the employer shall pay the cost of the worker's residency permit (<i>iqama</i>), exit/re-entry visa and final exit visa, including renewals and penalties arising from delays.</p>	
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### 13. Skills training and professional development

Everyone has the right to education, on a basis of equality between men and women. Technical and professional education should be made generally available.

UDHR, art. 26 (1), (2); CESCR, art. 13 (1); CEDAW, art. 10; CERD, art. 5 (e) v; CEDAW, General Recommendation 36

13.1	The employer shall ensure that the worker receives education and training necessary for the role.	A good practice is when employers take a proactive role in supporting their workers to build their capacities and skills, which workers can then use to carry out their jobs. It is recommended that the employer pay pre-departure training costs that help to strengthen workers' skills.  The contract for <b>Nepalese</b> workers in the <b>United Arab Emirates</b> stipulates that the employer shall bear all preparation costs such as domestic worker training or orientation training.	ILO R201, para. 25
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13.2	The employer shall not prevent the worker from accessing further education and training outside working hours.  In cases where the worker is less than 18 years of age, the employer will ensure that work does not deprive him/her of compulsory education.	The employer should support workers under 18 to continue their education, such as by re-evaluating work schedules to allow sufficient time to attend classes and study. Workers under 18 must not be required to work overtime or during the night, to allow for sufficient rest and time for education (also see Clause 5.7).	ILO C189, art. 4 (2); ILO C143, art.12 (c)
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### 14. Obligations of the worker

Both the worker and employer have the right to privacy and family life. The employment contract can be used to ensure the worker respects the employer's privacy, religion, and other factors.

UDHR, art.12; CCPR, art. 17 (1)


14.1	The worker shall perform all assigned work according to the job description contained in Clause 2.2.	All changes to job descriptions and tasks should be discussed and agreed to by the worker.	
14.2	The worker will avoid deliberate damage or harm to the employer's property.	It is recommended that the employer provide the worker with necessary information and training to carry out tasks, including orientation on using new equipment and materials.	
14.3	The worker will respect the employer's privacy.	The worker should not be required to keep confidential any information that is unlawful.	UDHR, art.12; CCPR, art. 17 (1)
14.4	During working hours, the worker shall leave the site of employment only as agreed with the employer.	The requirement to inform the employer about leaving the premises must only apply during working hours. During periods of daily and weekly rest, public holidays and annual leave, the worker must be free to leave the house and dispose of his/her free time as he/she chooses.	

Skills training and professional development

Obligations of the worker

<b>14.5</b>	The worker shall notify the employer as soon as possible in case of his/her absence from work due to illness.	The ability to immediately notify his/her employer may be affected due to the illness of the worker. Due consideration should be given to the worker's situation.	
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**Dispute settlement**

	<b>15. Dispute settlement</b>		
All workers are equal before the law and have the right to raise grievances and access justice systems. This applies regardless of the worker's gender, sector of employment and migration status.		UDHR, art. 7, 8; CCPR art. 14; CEDAW, art. 15 (1); CMW, art. 24, 54 (2), 61; CERD, art. 5	

<b>15.1</b>	<p>The employer and worker agree to discuss concerns about the working relationship in the spirit of maintaining a harmonious working environment.</p> <p>Both parties agree to operate in good faith in mediation and complaints procedures.</p> <p>Recourse to relevant legal and judicial authorities is available to both the worker and employer should mediation avenues be exhausted, or if legal action is warranted.</p> <p>Cases of violence against women and gender-based violence should be referred through formal procedures with the consent of the worker, and in no circumstances be referred to alternative dispute resolution processes.</p>	<p>The relevant national authorities, with active participation of the embassy representing the worker's interests, should handle disputes between the worker and the employer.</p> <p>The contract developed by the Government of <b>India</b> stipulates that all disputes, complaints and claims relative to the employment contract shall be settled in accordance with the laws of the country in force. All matters shall be settled amicably with the participation of the authorized representative of the Indian embassy/consulate nearest the site of employment. If amicable settlement fails, the matter shall be submitted to the appropriate government body in the host country or in India if permissible by host country laws.</p> <p>The contract in <b>Kuwait</b> stipulates that, in the case of dispute, courts at all levels have the jurisdiction to decide over the provisions contained in the contract.</p> <p>The contract in <b>Jordan</b> stipulates any dispute be resolved according to the national Labour Law, in a friendly manner involving the agent, and where necessary, the embassy. Both employer and worker have the right to refer the matter to judicial authorities for resolution under relevant laws.</p>	<p>UDHR, art. 8; CEDAW, General Recommendation 26, art. 26 (c) and (l); CEDAW, General Recommendation 33, para. 57, 58; CMW, art. 54 (2), 61 (2), 83 (a), (b), (c); CCPR, art. 14</p>
<b>15.2</b>	<p>If the employer or worker violates or fails to fulfil obligations in this contract, both will be subject to Clauses 16.2 (termination by the employer with just cause) and 16.4 (termination by the worker with just cause). Sanctions and penalties shall be applied based on the applicable laws of the country of employment.</p>	<p>National laws defining sanctions and penalties in countries of destination must be in line with international labour and human rights standards. The worker should be equal before the law, regardless of migration status, gender and other factors.</p>	<p>UDHR, art. 8; CMW art. 54 (2), 61 (2), 83 (a), (b), (c); ILO R201, para. 21 (e), (f); CEDAW, General Recommendation 26, art. 26 (c) and (l); CCPR, art. 14</p>



## 16. Termination, expiry and renewal of the contract

The employer and the worker should agree to the terms and conditions relating to the termination of employment. Except where there are serious breaches of the contract or relevant laws, notification should be given within a reasonable period of time. In lieu of prior notification, a compensation payment to the worker should be provided.

Contracts for domestic workers should include at least the terms and conditions relating to the termination of employment, including any period of notice.

ILO C189, art. 7 (k)

The living and working conditions for migrant domestic workers must uphold the right of everyone to life, liberty and security of person.

UDHR, art. 3; CCPR, art. 6, 9; CMW, art. 9, 16 (1); CCPR, General Comments 36, 35; CEDAW, General Recommendation 26, para. 6

In addition to specific labour rights protections, everyone has the right to be free from torture, and other cruel, inhumane and degrading treatment, including slavery and servitude. Employment contracts should ensure that workers can immediately end their employment if these rights are violated.

UDHR, art. 2; CMW, art. 25 (1) a, (3); UDHR, art. 5; CCPR, art. 7, 8; CCPR, General Comment 20; CEDAW, General Recommendation 26, para. 6

Termination, expiry and renewal of the contract

16.1	<p>The employer or worker may terminate this contract with written notice provided _____ weeks/months (please circle) in advance, or the minimum notice period provided by law, whichever is higher.</p> <p>Equivalent wages for the notice period may be paid in lieu of completing the notice period.</p>	<p>Unless the worker or employer has committed serious misconduct, both parties are entitled to a reasonable notice period. A minimum of one month is recommended.</p> <p>The contract in <b>Jordan</b> stipulates that the employer may terminate the contract after notifying the worker in writing 30 days before termination of the contract or after paying the worker for the period of notification. The contract in <b>Sri Lanka</b> requires written notice in case of termination by the employer or worker, which shall be explained orally to illiterate workers.</p>	ILO C158, art. 11
16.2	<p><b>Termination by the employer with just cause:</b></p> <p>In case of unsatisfactory performance, the employer shall give the worker appropriate instructions and written warning, which shall also be explained verbally.</p> <p>The employer may terminate the contract if unsatisfactory performance continues after _____ months.</p>	<p>The contract may be terminated by the employer with just cause. The worker should receive instructions and a written warning, so they have the opportunity to improve performance.</p>	ILO C158, art. 11; ILO R166, para. 8
	<p>Terms and conditions for repatriation provided in Clause 16.5 apply regardless of the reason for termination.</p>	<p>It is recommended that the worker not be liable for costs of repatriation. Workers may not be able to afford return trips, and as a result could become irregular or be at risk of trafficking and other forms of exploitation and abuse.</p>	

<p><b>16.3</b></p>	<p>The following shall <b>not constitute just causes for termination</b>:</p> <ul style="list-style-type: none"> <li>• Temporary absence from work because of illness or injury</li> <li>• Union membership or participation in union activities outside working hours or, with the consent of the employer, within working hours</li> <li>• The filing of a complaint or the participation in proceedings against an employer involving alleged violation of laws or regulations or recourse to competent administrative authorities</li> <li>• Race, nationality, migration status, gender, sexual orientation, gender identity or expression</li> <li>• Marital status, family responsibilities, pregnancy or agreed absences from work during maternity leave</li> <li>• Religion, political opinion, national extraction or social origin</li> </ul>	<p>Domestic workers should enjoy the same protections from discriminatory treatment in the workplace as all other workers. The United Nations' core human rights instruments (listed in Annex I) apply equally to domestic workers and migrants, just as they do to all other people. Similarly, protection from discrimination in employment provided in international labour standards and in article 11 of CEDAW (on employment) apply to migrant domestic workers.</p>	<p>UDHR, art. 2; CMW, art. 25 (1) a, (3); CEDAW, art. 11 (2) a; CEDAW, General Recommendation 26, para. 26 (a); ILO C183, art. 8 (1), (2); ILO C158, art. 5, 6 (1); ILO R200, para. 11</p>
<p><b>16.4</b></p>	<p>Termination by the <b>worker with just cause</b>:</p> <p>In case of serious breaches of the contract that constitute a violation of fundamental rights, safety, dignity and freedom of the worker, the worker may terminate the contract without notice.</p>	<p>Migrant domestic workers who have experienced violence, exploitation, trafficking, abuse, discrimination or other serious breaches of a contract and/or relevant laws must be able to leave the situation without delay.</p> <p>The contract in <b>Macau, China (SAR)</b> stipulates that the worker may terminate the employment contract for just cause without giving prior notice.</p> <p>Everyone has the right to be free from slavery and servitude, exploitation, trafficking, forced or compulsory labour.</p> <p>The contract for <b>Sri Lankan</b> workers in Middle Eastern countries stipulates that the employer shall treat the employee in a just and humane manner. In no case shall physical violence be used upon the employee.</p> <p>The contract in <b>Sri Lanka</b> reaffirms the right to employment free of sexual harassment, and requires employers to take positive action to prevent sexual harassment in the workplace.</p>	<p>ILO C189, art. 7 (k)</p> <p>UDHR, art. 4; CCPR, art. 8 (1), (2), (3); ILO C29; ILO C105; CEDAW, General Recommendation 26, para. 6</p> <p>ILO C189, art. 5; ILO C111, art. 1 (a), 2; ILO C181, art. 8 (1); CEDAW, art. 6; ILO R201, paras. 7 (a), (b), (c), 21; CEDAW, General Recommendation 19, para. 7; CEDAW, General Recommendation 26, para. 26 (f), (h); CEDAW, General Recommendation 35, para. 29</p>



	<p>The employer remains liable for all obligations contained in this contract and under relevant laws, and may be liable for damages.</p>	<p>The contract provided to domestic workers in <b>Macau, China (SAR)</b> entitles workers who have terminated their contract for just cause to compensation under its Labour Relations Law.</p>	<p>UDHR, art. 7, 8; CEDAW, art. 15 (1); CMW, art. 24, 83 (a), (b), (c); CERD, art. 5; ILO R201, para. 21 (e), (f); CEDAW, General Recommendation 26, paras. 26 (c) and 26 (l)</p>
<p><b>16.5</b></p>	<p>Upon expiry or termination of the contract, all costs related to the worker's return to the country of origin will be paid by:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> The employer</li> <li><input type="checkbox"/> The recruitment agency in the country of origin</li> <li><input type="checkbox"/> The recruitment agency in the country of destination</li> </ul>	<p>Contracts for domestic workers must include the terms of repatriation, if applicable.</p> <p>It is recommended that costs of repatriation not be passed on to the worker, to prevent the worker from becoming irregular. The worker may not be able to afford the cost of return and may be at risk of debt bondage, trafficking, forced labour and exploitation if held responsible for the costs.</p> <p>The contract in the <b>Philippines</b> stipulates that the employer shall assume return costs upon the expiration of the contract without renewal, termination by the worker before the end of the contract or renewal of the contract.</p> <p>The contract in <b>Indonesia</b> has provision for a one-month notice period and three months of severance wages in case of termination by the employer.</p> <p>The contract in Middle Eastern countries (for <b>Sri Lankan</b> workers) stipulates that the employer shall provide free passage upon expiration or termination of the contract due to no fault of the employee, from the site of employment back to Sri Lanka.</p> <p>The contract for domestic workers in <b>Macau, China (SAR)</b> mandates the employer to assume all repatriation costs of the worker to the place of habitual residence, regardless of the reason for discontinuation of the labour relationship.</p>	<p>ILO C189, art. 7 (k), (j)</p>
<p><b>16.6</b></p>	<p><b>End-of service benefit:</b> At the completion of the contract period, the worker shall be entitled to the equivalent of _____ months of salary or the amount provided by law, whichever is higher.</p>	<p>End of service payments are a way for the employer to acknowledge the contributions of the worker.</p> <p>The contract in <b>Kuwait</b> stipulates that the worker will be paid a bonus sum equivalent to one month of wages for each year after the completion of the contract period.</p> <p>In <b>Qatar</b>, Law No 15 (2017) stipulates that domestic workers are entitled to end-of-service benefits for each year of work after a minimum of 12 months of employment. This should be specified by mutual agreement with the employer at a minimum of three weeks wages for each year of service.</p>	

<p><b>16.7</b></p>	<p>Upon termination of the contract, the employer without delay shall settle any outstanding wages and other entitlements due to the worker, and provide the worker with his/her certificate of employment.</p> <p>On death or serious incapacity of the worker, the employer shall settle all outstanding wages, entitlements and compensation with the next of kin designated by the worker.</p>	<p>The contract for domestic work in <b>Thailand</b> (ILO and My Fair Home) stipulates that the employer provide the worker with a certificate stating the length and nature of the worker's services, regardless of the conditions under which the contract was terminated.</p>	<p>ILO C189, art. 7 (k), (j); ILO R201, para. 15 (2); ILO C95, art. 12 (2)</p>
<p><b>16.8</b></p>	<p>By agreement between the employer and the worker, this contract may be extended or replaced with a new and not less favourable contract. The conditions of extension must comply with relevant laws and agreements in force at the time of renewal.</p> <p>A copy of the renewed contract shall be submitted to the embassy/consulate that looks after the interest of the worker.</p>	<p>Renewed contracts should always reflect positive changes in laws and policies (including bilateral agreements) that may have taken place since the previous contract was issued. Conditions in the new contract should not be less favourable than those of the current contract.</p>	
<p><b>16.9</b></p>	<p>On renewal or extension of the contract, the worker shall receive a _____ increase in wages.</p> <p><input type="checkbox"/> On contract renewal, the employer shall provide the worker a return plane ticket to the worker's country of origin.</p>	<p>Providing the worker with a signing bonus as well as round-trip ticket can be an important incentive for the worker to continue working with the employer.</p> <p>The contract in <b>Indonesia</b> provides for a salary increase of 10 per cent if the employment agreement is extended.</p>	
<p><b>16.10</b></p>	<p>If the worker dies during the term of the contract, the employer shall immediately inform the embassy/consulate and the relevant authorities in the country of employment.</p> <p>The remains and personal belongings of the worker shall be repatriated to the next of kin of the worker in the country of origin at the expense of the employer, regardless of the cause of death.</p>	<p>The contract for <b>Nepalese</b> workers in the <b>United Arab Emirates</b> stipulates that in the event of the death of the worker, the employer shall immediately inform the embassy/consulate of Nepal and shall repatriate the dead body, remains and personal belongings of the worker to Nepal as soon as possible at the cost of the employer. If repatriation is not possible, the body may be cremated in the United Arab Emirates only after obtaining prior consent of the next of kin of the worker through the Nepalese embassy/consulate. All dues including pay for unused leave shall be settled with the embassy/consulate.</p>	



## 17. Contract validity

**17.1** This contract is the only valid contract. Any subsequent contract between the employer and the worker in substitution of this contract shall not be valid.

Contract validity

### Signatories of the contract

Employer	Worker
Name: _____	Name: _____
Signature: _____	Signature: _____
Date: _____	Date: _____

<p><b>This contract has been certified by:</b>            Name of competent authority in country of employment:            _____            Address of the competent authority: _____            _____            Certifying officer's name/identification no.:            _____            Telephone no.: _____            Date of certification: _____            Signature: _____</p>	
<p><b>This contract has been certified by:</b>            Name of competent authority in country of origin:            _____            Address of the competent authority: _____            _____            Certifying officer's name/identification no.:            _____            Telephone no.: _____            Date of certification: _____            Signature: _____</p>	

<p><b>This contract has been certified by:</b></p> <p>Name of the labour attaché: _____          _____</p> <p>Address of the embassy/consulate: _____          _____          _____</p> <p>Telephone no.: _____</p> <p>Date of certification: _____</p> <p>Signature: _____</p>	<p>Often contracts are certified by labour attachés in embassies in countries of destination. Where national legislation does not mandate certification of employment contracts through labour attachés, it is still recommended to ensure that terms and conditions are fair and just.</p> <p>Labour attachés should be trained to verify that contracts are in line with international standards including human, gender and labour rights.</p>
<p><b>This contract has been certified by:</b></p> <p>Name of recruitment agency: _____          _____</p> <p>Authorized license no.: _____</p> <p>Name of license-issuing authority: _____          _____</p> <p>Address of the agency: _____          _____          _____</p> <p>Telephone no.: _____</p> <p>Email address: _____</p> <p>Name of contact person: _____</p> <p>Position: _____</p> <p>Telephone no.: _____</p>	<p>In countries where the recruitment agency is jointly or severally liable to the contract, these details should be provided in the section on “Parties to the Contract”.</p>



## 18. Contacts

<p><b>18.1</b></p>	<p>For further information related to this <b>contract</b>, contact: _____</p> <p>Telephone: _____</p> <p>Website: _____</p> <p>Email: _____</p>	<p>It is recommended to include contacts of the competent authority overseeing the recruitment of domestic workers in the country of destination, in particular, the Ministry of Labour.</p>
<p><b>18.2</b></p>	<p>In case of <b>dispute</b>, contact:</p> <p>_____</p> <p>Telephone: _____</p> <p>Website: _____</p> <p>Email: _____</p>	
<p><b>18.3</b></p>	<p>Contact of the worker's <b>embassy/consulate</b>:</p> <p>_____</p> <p>Telephone: _____</p> <p>Website: _____</p> <p>Email: _____</p>	<p>It is recommended to include the contact of the labour attaché as well as any other relevant contacts, for example, passport services.</p>
<p><b>18.4</b></p>	<p><b>Emergency</b> contacts include the following:</p> <p>Hospital (telephone): _____</p> <p>Police station (telephone): _____</p> <p>Others (please specify and indicate telephone numbers): _____</p>	<p>The contract in the <b>Philippines</b> provides contact numbers and information in case of emergency (e.g., police station, hospital).</p>

## Annex I. Glossary of international standards

Instrument	Abbreviation
<b>Human rights standards</b>	
Universal Declaration of Human Rights (1948)	UDHR
<b>UN Core International Human Rights Instruments</b>	
Convention on the Elimination of All Forms of Discrimination against Women (1979)	CEDAW
International Convention on the Protection of the Rights of All Migrant Workers and Members of Their Families (1990)	CMW
International Convention on the Elimination of All Forms of Racial Discrimination (1965)	CERD
International Covenant on Civil and Political Rights (1966)	CCPR
International Covenant on Economic, Social and Cultural Rights (1966)	CESCR
Convention on the Rights of the Child (1989)	CRC
Convention against Torture and Other Cruel, Inhuman or Degrading Treatment or Punishment (1984)	CAT
<b>General recommendations/comments of human rights treaty bodies</b>	
Joint general comment No. 4 (2017) of the Committee on the Protection of the Rights of All Migrant Workers and Members of Their Families and No. 23 (2017) of the Committee on the Rights of the Child on State obligations regarding the human rights of children in the context of international migration in countries of origin, transit, destination and return	JGC CMW 4 & CRC 23
International Covenant on Economic, Social and Cultural Rights General Comment No. 4: The right to adequate housing (art. 11 (1) of the Covenant) (1992)	CESCR, General Comment 4
International Covenant on Economic, Social and Cultural Rights General Comment No. 9: The domestic application of the Covenant (1998)	CESCR, General Comment 9
International Covenant on Economic, Social and Cultural Rights General Comment No. 12: The right to adequate food (Art.11) (1999)	CESCR, General Comment 12
International Covenant on Economic, Social and Cultural Rights General Comment No. 14: The right to the highest attainable standard of health (2000)	CESCR, General Comment 14
International Covenant on Economic, Social and Cultural Rights General Comment No. 22, on the right to sexual and reproductive health (article 12 of the International Covenant on Economic, Social and Cultural Rights) (2016)	CESCR, General Comment 22
International Covenant on Civil and Political Rights General Comment No. 26: Continuity of obligations (1997)	CCPR, General Comment 26
International Covenant on Civil and Political Rights General Comment No. 32: Article 14: Right to Equality before Courts and Tribunals and to Fair Trial (2007)	CCPR, General Comment 32
International Covenant on Civil and Political Rights General Comment No. 35: Article 9 (Liberty and security of person) (2014)	CCPR, General Comment 35
International Covenant on Civil and Political Rights General Comment No. 36: Article 6 (the right to life) (2018)	CCPR, General Comment 36
International Convention on the Elimination of all Forms of Discrimination against Women General Recommendation No. 19 on Violence against Women (1992)	CEDAW, General Recommendation 19
International Convention on the Elimination of all Forms of Discrimination against Women General Recommendation No. 24 on Women and Health – Article 12 (1999)	CEDAW, General Recommendation 24

International Convention on the Elimination of all Forms of Discrimination against Women General Recommendation No. 26 on Women Migrant Workers (2008)	CEDAW, General Recommendation 26
International Convention on the Elimination of all Forms of Discrimination against Women General Recommendation No. 35 on Gender-based Violence against Women, Updating General Recommendation No. 19 (2017)	CEDAW, General Recommendation 35
International Convention on the Elimination of all Forms of Discrimination against Women General Recommendation No. 36 on the Right of Girls and Women to Education (2017)	CEDAW, General Recommendation 36

## International labour standards

### Conventions

International Labour Organization (ILO) Workmen's Compensation (Accidents) Convention, 1925 (No. 17)	ILO C17
ILO Forced Labour Convention, 1930 (No. 29)	ILO C29
ILO Forty-Hour Week Convention, 1935 (No. 47)	ILO C47
ILO Freedom of Association and Protection of the Right to Organize Convention, 1948 (No. 87)	ILO C87
ILO Protection of Wages Convention, 1949 (No. 95)	ILO C95
ILO Migration for Employment Convention, 1949 (No. 97)	ILO C97
ILO Right to Organize and Collective Bargaining Convention, 1949 (No. 98)	ILO C98
ILO Equal Remuneration Convention, 1951 (No. 100)	ILO C100
ILO Social Security Minimum Standards Convention, 1952 (No. 102)	ILO C102
ILO Abolition of Forced Labour Convention, 1957 (No. 105)	ILO C105
ILO Discrimination (Employment and Occupation) Convention, 1958 (No. 111)	ILO C111
ILO Reduction of Hours of Work Recommendation, 1962 (No. 116)	ILO C116
ILO Holidays with Pay Convention, 1970 (No. 132)	ILO C132
ILO Minimum Age Convention, 1973 (No. 138)	ILO C138
ILO Migrant Workers Supplementary Convention, 1975 (No. 143)	ILO C143
ILO Termination of Employment Convention, 1982 (No. 158)	ILO C158
ILO Private Employment Agencies Convention 1997 (No. 181)	ILO C181
ILO Worst Forms of Child Labour Convention, 1999 (No. 182)	ILO C182
ILO Maternity Protection Convention, 2000 (No. 183)	ILO C183
ILO Domestic Workers Convention, 2011 (No. 189)	ILO C189

### Recommendations

ILO Protection of Wages Recommendation, 1949 (No. 85)	ILO R85
ILO Migration for Employment Recommendation, 1949 (No. 86)	ILO R86
ILO Reduction of Hours of Work Recommendation, 1962 (No. 116)	ILO R116
ILO Termination of Employment Recommendation, 1982 (No. 166)	ILO R166
ILO Maternity Protection Recommendation, 2000 (No. 191)	ILO R191
ILO HIV and AIDS Recommendation, 2010 (No. 200)	ILO R200
ILO Domestic Workers Recommendation, 2011 (No. 201)	ILO R201

## Annex II. Glossary of contracts

Contract	Abbreviation
Special Working Contract for Non-Jordanian Domestic Workers	the contract in Jordan
Standard Contract for Domestic Workers in Thailand (ILO and My Fair Home)	the contract in Thailand (ILO and My Fair Home)
Standard Employment Contract for Domestic Service Workers Bound for the Kingdom of Saudi Arabia	the contract used in Saudi Arabia for Bangladeshi workers
Draft Standard Employment Contract for Indian Migrant Domestic Sector Workers	the contract developed by the Government of India
Employment Contract between Domestic Worker and Sponsor in Kuwait	the contract in Kuwait
Contract of Employment for Domestic Helpers from Sri Lanka in the Middle East Countries	the contract for Sri Lankan workers in Middle East countries
Contract of Employment for Domestic Helpers from Sri Lanka in the State of Qatar	the contract for Sri Lankan workers in Qatar
Sri Lanka Domestic Workers Union's Standard Contract	the contract in Sri Lanka
Hong Kong Domestic Workers General Union Standard Contract	the contract in Hong Kong, China (SAR)
Labour Contract for Non-resident Domestic Workers (sample) – Macau, China (SAR)	the contract in Macau, China, (SAR)
Jala PRTF, Tunas Mulia Domestic Workers Union – Employment Agreement between Employer and Domestic Worker – Indonesia	the contract in Indonesia
Employment Agreement for Domestic Workers and Sponsors – Philippines	the contract in the Philippines
Nepalese Domestic Service Workers employment contract between employer and employee, issued by the Nepalese embassy for workers in the United Arab Emirates	the contract for Nepalese workers in the United Arab Emirates



## Annex III. Work tasks

### 1. Housekeeping

- 1.1 Cleaning**
- |                                      |  |
|--------------------------------------|--|
| <input type="checkbox"/> Dusting     | <input type="checkbox"/> Cleaning bathroom/s             |
| <input type="checkbox"/> Sweeping    | <input type="checkbox"/> Wiping furniture and appliances |
| <input type="checkbox"/> Vacuuming   | <input type="checkbox"/> Washing windows and glass doors |
| <input type="checkbox"/> Mopping     | <input type="checkbox"/> Cleaning balconies              |
| <input type="checkbox"/> Making beds | <input type="checkbox"/> Other (please specify): _____   |

- 1.2 Cooking**
- |  |                                    |  |
|--|------------------------------------|--|
| <input type="checkbox"/> Grocery shopping              | Cooking:                           | Number of household members with special dietary requirements: |
| <input type="checkbox"/> Baking                        | <input type="checkbox"/> Breakfast | _____  |
| <input type="checkbox"/> Washing Dishes                | <input type="checkbox"/> Lunch     |  |
| <input type="checkbox"/> Other (please specify): _____ | <input type="checkbox"/> Dinner    |  |

- 1.3 Laundry**
- |  |  |
|--|--|
| <input type="checkbox"/> Washing clothes | <input type="checkbox"/> Washing upholstery            |
| <input type="checkbox"/> Machine wash    | <input type="checkbox"/> Machine wash                  |
| <input type="checkbox"/> Hand wash       | <input type="checkbox"/> Hand wash                     |
| <input type="checkbox"/> Washing bedding | <input type="checkbox"/> Hanging out laundry           |
| <input type="checkbox"/> Machine wash    | <input type="checkbox"/> Ironing                       |
| <input type="checkbox"/> Hand wash       | <input type="checkbox"/> Cleaning shoes                |
|  | <input type="checkbox"/> Other (please specify): _____ |

### 1.4 Special events

- 1.4.1 Celebrations/gatherings**
- The worker will work during approximately \_\_\_\_\_ special events per year, performing the following tasks:
- |  |
|--|
| <input type="checkbox"/> Preparing food                |
| <input type="checkbox"/> Preparing drinks              |
| <input type="checkbox"/> Arranging venue               |
| <input type="checkbox"/> Decorating venue              |
| <input type="checkbox"/> Welcoming guests              |
| <input type="checkbox"/> Serving                       |
| <input type="checkbox"/> Cleaning up                   |
| <input type="checkbox"/> Other (please specify): _____ |

- 1.4.2 Trips/holidays**
- The worker will accompany the household on trips/holidays approximately \_\_\_\_\_ times per year, and perform the following tasks:
- |  |
|--|
| <input type="checkbox"/> Cooking                             |
| <input type="checkbox"/> Cleaning                            |
| <input type="checkbox"/> Laundry                             |
| <input type="checkbox"/> Childcare                           |
| <input type="checkbox"/> Caring for the elderly or ill       |
| <input type="checkbox"/> Caring for people with disabilities |
| <input type="checkbox"/> Caring for pets                     |
| <input type="checkbox"/> Other (please specify): _____       |

### 2. Gardening

- The worker will perform the following tasks in a garden that is \_\_\_\_\_ sq m.
- |  |
|--|
| <input type="checkbox"/> Mowing lawn/s                 |
| <input type="checkbox"/> Cleaning pool/s               |
| <input type="checkbox"/> Planting trees flowers        |
| <input type="checkbox"/> Trimming                      |
| <input type="checkbox"/> Weeding                       |
| <input type="checkbox"/> Other (please specify): _____ |

### 3. Automobiles

- The worker will wash \_\_\_\_\_ (no. vehicle/s):
  - Weekly
  - Fortnightly
  - Monthly
  - Other: \_\_\_\_\_
- The worker will drive a vehicle for general errands

### 4. Childcare

- The worker will care for \_\_\_\_\_ (no. children) aged \_\_\_\_\_ (please specify), performing the following tasks:
  - General childcare
  - Bathing
  - Feeding
  - Taking child/ren to bed
  - Preparing milk/food
  - Cleaning food/drink containers
  - Monitoring baby's sleep
  - Picking up and dropping off at school/s
  - Tutoring (please specify subject): \_\_\_\_\_
  - Other (please specify): \_\_\_\_\_

### 5. Caring for the elderly, people who are sick, people with a disability

- The worker will care for:
- \_\_\_\_\_ (no.) elderly people
  - \_\_\_\_\_ (no.) people who are sick
  - \_\_\_\_\_ (no.) people with a disability
- Performing the following tasks:
- Feeding and hydration
  - Bathing
  - Bed bathing
  - Dressing and grooming
  - Oral hygiene
  - Toileting and use of continence aids
  - Administration of medication
  - Mobility and transfer including in and out of beds, chairs, vehicles and wheelchairs
  - Other (please specify): \_\_\_\_\_

### 6. Caring for pets

- The worker will care for the following pets:
- \_\_\_\_\_ (no.) dog/s
  - \_\_\_\_\_ (no.) cat/s
  - \_\_\_\_\_ (no.) other (please specify): \_\_\_\_\_
- Performing the following tasks:
- Feeding \_\_\_\_\_ (no.) times per day
  - Walking \_\_\_\_\_ (no.) times per day
  - Refilling water bowl
  - Cleaning animal/s waste
  - Bathing
  - Grooming
- During employer/s travel, the worker and employer agree to the following pet care arrangements:
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

### 7. Supervision of other workers

- The worker will supervise \_\_\_\_\_ (no.) other workers employed in the household, performing the following tasks:
- Coordinating the completion of tasks among workers employed in the household
  - Monitoring the quality of work performed by other workers employed in the household
  - Training and feedback

Signature of Employer: \_\_\_\_\_

Signature of Worker: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Place: \_\_\_\_\_

Place: \_\_\_\_\_

## Annex IV. Weekly Timesheet and Payslip

										From / /	To / /			
Weekly rest day: _____														
Working hours										Wages				
Day	Date	Start time	Breaks		End time	Hours worked			Holiday	Overtime (hours X)	Regular (hours X)	Holiday (hours X)	Total wages	
			Start time	End time		Total daily hours	Regular	Overtime						
Monday														
Tuesday														
Wednesday														
Thursday														
Friday														
Saturday														
Sunday														
<b>Grand total:</b>														
_____ PAID Signature of Employer Date: / / Place: _____										_____ RECEIVED Signature of Worker Date: / / Place: _____				



This Timesheet and Payslip template was developed based on Annex 3 of the Standard Contract for Domestic Workers in Thailand, developed by ILO and My Fair Home. Available at: <http://www.idwfed.org/myfairhome/download/employment-contract/thailand>



Schweizerische Eidgenossenschaft  
Confédération suisse  
Confederazione Svizzera  
Confederaziun svizra

Swiss Agency for Development  
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