

Model Employment Contract for Private Servants

Noting article 41.1 of the 1961 Vienna Convention on Diplomatic Relations, and article 55.1 of the 1963 Vienna Convention on Consular Relations, which state that it is the duty of all persons enjoying privileges and immunities to respect the laws and regulations of the receiving State, this Model Employment Contract is written so as to conform with applicable Swedish laws – inter alia, the Act on Working Time etc. in Domestic Work (Sw. "lag (1970:943) om arbetstid m.m. i husligt arbete"); the Work Environment Act (Sw. "arbetsmiljölagen (1977:1160)"); the Annual Leave Act (Sw. "semesterlagen (1977:480)").

1. General Provisions

- 1.1. This Model Employment Contract for Private Servants, or a similar contract meeting its minimum standards, is a prerequisite for the Ministry for Foreign Affairs (hereinafter referred to as **MFA**) to issue a residence permit for a private servant.
- 1.2. "Private servant" is in this Model Employment Contract defined in accordance with article 1(h) of the 1961 Vienna Convention on Diplomatic Relations, or, where applicable, article 1.1(i) of the 1963 Vienna Convention on Consular Relations.
- 1.3. There shall be no family relation between the parties.
- 1.4. The private servant must be at least eighteen (18) years old.
- 1.5. The employment must be based on a full-time position.
- 1.6. The employer must respect the integrity of the private servant and the principle of gender equality.
- 1.7. The private servant must at all times during the contract period be in possession of his or her passport, ID card and other essential personal belongings.
- 1.8. Members of a private servant's family are not entitled to visas issued by the MFA. Nor are such members exempt from the obligation to hold residence permits.

2. The Parties

The parties to this employment contract are:

Name: (hereinafter referred to as the **employer**),

who works at the Embassy/Consulate/Mission of in Stockholm, and

Name: (hereinafter referred to as the **private servant**).

Information about private servant.

Full name:

Date of birth:

Citizenship:

Address in Sweden:
.....

Address in the country of origin:
.....
.....

Name, address and contact details to next of kin (closest relative) of private servant in country of origin:
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.....
.....

3. Contract Period

The contract is only valid as long as the employer serves at the Embassy/Consulate/Mission of in Sweden, and for a maximum of eight (8) years

The contract is only valid for the period specified below :
from (day/month/year)
until (day/month/year)

4. Job Description

Place of work (address to the home of the employer where the domestic services will be carried out):
.....
.....
.....

The private servant's tasks include:

- | | | |
|--|------------------------------------|------------------------------------|
| <input type="checkbox"/> Housework | <input type="checkbox"/> Cooking | <input type="checkbox"/> Laundry |
| <input type="checkbox"/> Table service | <input type="checkbox"/> Childcare | <input type="checkbox"/> Gardening |

Other tasks:

.....
.....
.....
.....
.....
.....

5. Working Hours

The working hours are hours per week.

- Regular working hours shall not exceed forty (40) hours per week, as an average of a period of up to four (4) weeks.
- The private servant is entitled to adequate night-time rest. Night-time rest should, as far as possible, include the period between midnight and 05:00 hours.
- The private servant shall have a minimum uninterrupted rest period of thirty-six (36) hours per week. If possible, this rest period is to be scheduled for weekends.

6. Organisation of Working Hours

As a main rule, the work is to be carried out between (hours) and (hours). However, the daily working hours can also be divided between different parts of the morning/day/evening.

7. Compensation

7.1. Salary

7.1.1. The monthly salary is SEK

If deduction is made because of accommodation and/or food, the monthly salary isSEK

- The minimum monthly salary is twenty-two thousand (22 000) SEK.¹
- The monthly salary may be subject to deduction if the employer provides accommodation and/or food. The maximum monthly deduction is five thousand (5 000) SEK, and is allowed only if accommodation and food is provided in accordance with sections 7.2.1., 7.3.1. and 7.3.2. of this Model Employment Contract. The maximum deduction for accommodation is (3 000) SEK, and the maximum deduction for food is two thousand (2 000) SEK.

¹ The minimum monthly salary is to be adjusted on a regular basis so as to always correspond to the minimum monthly salary required by the Swedish Migration Board for issuance of work permits.

7.1.2. The monthly salary should be paid on the day of each month.

- Payment of the monthly salary may be made in cash during the first ninety (90) days of the contract period. In case of cash-payment, the employee shall sign a receipt for the employer. Both parties shall receive a copy of the receipt.
- After the first ninety (90) days of the contract period, payment of the monthly salary shall be made through bank transfer.
- The salary is to be paid even if the private servant is unable to work due to illness.
- The MFA reserves the right to request proof of payments should it be necessary.

7.2. Accommodation

7.2.1. The employer will provide the private servant with adequate accommodation offering the private servant a sufficient degree of privacy during the contract period .

- Accommodation is to be provided even if the private servant is unable to work due to illness.

7.2.2. The employer will not provide accommodation .

7.3. Food

7.3.1. The employer will provide the private servant with healthy and adequate food .

- Food is to be provided even if the private servant is unable to work due to illness.

7.3.2. The employer will provide the following meals:

.....
.....

7.3.3. The employer will not provide meals .

7.4. Overtime

7.4.1. Overtime (i.e. working hours exceeding forty (40) hours per week, as an average of a period of up to four (4) weeks) should be compensated with (.....) SEK per hour.

- Overtime may only be considered when there are special reasons.
- Overtime compensation should be no less than one hundred and thirty eight (138) SEK per hour (i.e. 1/160 of the monthly salary) or a corresponding period of leave.
- Overtime shall not exceed forty-eight (48) hours per four-week period.
- Overtime shall not exceed three hundred (300) hours per annum.

8. Return Travel

- 8.1. The employer is to pay for the private servant's return travel upon termination of the employment, regardless of the reason the employment was terminated. "Return travel" here refers to travel from Stockholm to the country where the private servant lived before taking up his or her position.

9. Annual Leave

- 9.1. The private servant is to have the right to (.....) days of annual leave per full calendar year.
- Annual leave should be no less than twenty-five (25) days per full calendar year.
- 9.2. During the period the private servant is on annual leave, he or she is to receive full pay.

10. Insurance

- 10.1. The employer assumes responsibility for taking out and paying health care and accident insurance providing coverage twenty-four (24) hours per day for the private servant during the contract period.
- Only Swedish citizens and permanent residents are covered by Swedish social security provisions.
 - The MFA reserves the right to request proof of valid insurance should it be necessary.

11. Notice of Termination

- 11.1. Notice of termination by the private servant should be given as early as possible, and no later than one month prior to leaving the position. The private servant can, however, give immediate notice of termination in cases where the employer, or a member of the employer's household, to a significant extent has breached its obligation towards the private servant. The private servant may not as a basis for immediate notice of termination invoke facts that have been known for more than a week before (i) leaving the position, or (ii) giving immediate notice of termination.
- 11.2. Notice of termination by the employer shall be given no later than one (1) month prior to the termination of employment in cases where the private servant has been employed less than five (5) years, and no later than two (2) months prior to the termination of employment in cases where the private servant has been employed more than five (5) years.

- 11.3. Notice of termination by the employer due to reasons attributable to the private servant shall be given as soon as these reasons become known and no later than two months prior to the termination of the employment. This kind of notice of termination shall be based on objective criteria.
- 11.4. The notice of termination by the employer shall be given in written form. The employer shall send a copy of the notice of termination to the MFA Protocol Department.
- 11.5. The basis for notice of termination by the employer shall be given in written form if the private servant so requests.
- 11.6. The employer shall, upon request, provide the private servant with a certificate (proof of employment), containing information about the job description and length of service. If the employment has lasted more than one (1) month, and the private servant so requests, the certificate shall also contain testimonials regarding the private servant's skills, work readiness and orderliness, and information about who terminated the contract and, if the termination was made by the employer, the reasons for the termination.

12. Summary Dismissal

- 12.1. Summary dismissal by the employer requires that the private servant has been grossly negligent in his or her duties to the employer. Such summary dismissal shall be made within a week of the incident in question.
- 12.2. The basis for summary dismissal by the employer shall be given in written form.
- 12.3. The employer shall send a copy of the basis for summary dismissal to the MFA Protocol Department.

13. Liability and Damages

- 13.1. An employer who fails to fulfil its obligations under the Model Employment Contract or applicable law shall pay not only salary and other benefits to which the private servant may be entitled, but also compensation for damages incurred.
- 13.2. A private servant who fails to fulfill his/her obligations under the Model Employment Contract or applicable law, shall pay compensation for damages incurred.
- 13.3. Damages under sections 13.1. or 13.2. of this Model Employment Contract may include both compensation for loss incurred, and compensation for the violation suffered by the breach of the Model Employment Contract or applicable law. Damages on account of personal injury or property damage is determined, however, with the application of tort law.

14. Disputes

- 14.1. The primary means of resolving disputes pertaining to the content of this employment contract should be through dialogue between the parties. The MFA Protocol Department stands ready to assist the parties to this end.
- 14.2. If the dispute cannot be resolved amicably, the party who so wishes may bring the dispute to a Swedish court. This Model Employment Contract in no way alters existing immunities in this regard.

15. Signatures

Date:.....

Date:

.....

Employer

.....

Private servant

This contract has been drawn up in two (2) identical and signed copies, one for each of the parties. The employer shall submit a copy of the contract to the MFA Protocol Department before arrival in Sweden.

<p>Contact information to the Protocol Department 08-405 10 00 ud-prot@gov.se</p>
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