



**G5 Domestic
Employee
Program**



WORLD BANK GROUP
Ethics & Business Conduct

Independence . Impartiality . Integrity

World Bank Group staff members holding G4 visas may employ a domestic employee to work in their home as a nanny, housekeeper, or elder care provider, among other roles. The domestic employees enter and work in the United States on a G5 visa.

G5 domestic employees must be unrelated to the sponsoring G4 staff member by blood or marriage, must be at least 17 years of age, and must be a domestic by trade and experience.

Code of Conduct: Employment of Domestic Employees

The Code of Conduct establishes minimum standards for Bank Group staff that employ G5 domestic employees to ensure their fair treatment, consistent with the applicable provisions of U.S. law and the Staff Rules. Each G4 employer must sign the Code of Conduct and abide by its provisions.



WHAT YOU SHOULD KNOW

Staff members must comply with applicable federal, state, and local laws, as well as with the World Bank Group's Code of Conduct, in their employment of a G5 domestic employee in the United States.

Orientation for Staff Member and G5 Domestic Employee

The G4 employer and G5 domestic employee are required to attend an orientation seminar together. As soon as the G5's arrival in the United States is reported to the Human Resources Service Center, the staff member and domestic employee will receive an invitation to attend the next scheduled orientation; these sessions occur on a quarterly basis and are posted in advance on HR's Visa webpage. The orientation provides the parties with an overview and explanation of their mutual rights and responsibilities under the G5 program. (Note: The G5 employee shall be paid by the G4 employer for his or her time at the orientation.)

Staff members who fail to attend any of the first three orientations after the arrival of their G5 employee will be in violation of G5 policy and may lose their G5 privilege.

The Code of Conduct's key requirements mandate that a contract of employment be signed between the parties, that adequate records be maintained by the G4, and that G5s be treated fairly and reasonably.

An employment contract must be in writing and signed by both the staff member and the G5 domestic employee. The contract must be written in English, and if the domestic employee does not understand English, in a second language that he or she understands. Photocopies of the contract must be filed with the HR Service Center. Contract renewals and modifications are subject to the same rules. The employment contract must address the following:

- ▶ Parties to the contract (with names, addresses, citizenship, and visa status)
- ▶ Length of contract
- ▶ Position of G5 domestic employee and description of duties
- ▶ Hours (a minimum of 35 hours per week)
- ▶ Wages
- ▶ Paid and unpaid time off from work (holidays, annual leave, and sick leave). If paid time off is offered, the contract should include how many days off per year are allowed. (Note: G5 employees are entitled to at least one full day off per week.)
- ▶ Any costs that will be charged by the staff member to the G5 employee on a regular basis (for example, transportation to and from work if the G5 employee does not live in the staff member's home)
- ▶ G5 employee's dependents

The contract must also display the contact information for the Ethics and Business Conduct Vice Presidency (EBC).

Minimum Wage, Overtime, and Payments

G5 domestic employees are to be paid for all hours worked.

The contract shall clearly state the hourly wage to be paid to the G5 domestic employee. This wage must be set at or above the prevailing minimum wage rate in the state where the G5 employee works.

The contract shall provide that time worked in excess of 40 hours per week is to be paid at the rate required by state law, which in most jurisdictions is not less than time and one-half of the regular rate of pay. Staff members should consult state law to determine whether overtime wage is required for domestic employees.

Wages shall be paid to the G5 domestic employee by check or electronic funds transfer (not cash) either on a weekly or bi-weekly basis.

Copies of the pay records shall be made available to the domestic employee without charge. Also, G4 employers and their family members shall not have access to the G5 employee's bank account.

G4 Staff Members Must Provide G5 Domestic Employees

- ▶ Medical insurance
- ▶ Meals and lodging (if G5 employee is contracted to live-in)
- ▶ Round-trip transportation to and from the United States at the beginning of employment and after termination
- ▶ Social Security card
- ▶ Tax payments: G4 employer must pay employer's share of Social Security, Medicare, and any other required taxes and contributions, including federal and state unemployment insurance and Workers Compensation insurance. G5 employees must pay applicable federal and state income taxes on all wages and the employee's share of Social Security. (Note: G5 employees may request their G4 employers to withhold state and federal income taxes from their wages, to be paid directly to the government on their behalf.)

Termination of G4/G5 Relationship

If more than a year after commencement of employment, either the staff member or the G5 domestic employee may terminate the agreement at any time for cause, for example, employee misconduct or incompetence.

If less than a year after commencement of employment, either the staff member or the G5 domestic employee may terminate the agreement upon giving the other party at least one month's notice. However, the staff member may pay the G5 domestic employee at least one month's salary in lieu of giving one month's notice.

Upon termination, the G5 domestic employee will not be legally permitted to remain in the United States and will be required to leave the country promptly, unless he or she is transferring to another G4 employer immediately without a gap.

Staff members must give notice of the termination to the HR Service Center, which will notify the U.S. Department of State. (Note: staff members must give the HR Service Center notice within 10 days of G5 employment, arrival in the United States, and termination. Separate notice must be given for each event.)

Maintenance of Records

Staff members must maintain adequate records regarding the employment of G5 domestic employees during the period of employment and not less than three years following the termination of employment. These records shall include the following:

- ▶ Proof of wage payments
- ▶ Derivation of deductions taken from gross wages each pay period
- ▶ Timesheets signed and dated by both the G4 employer and G5 domestic employee on at least a weekly basis
- ▶ Proof of payment of Social Security and Medicare taxes (IRS Schedule H)
- ▶ Proof of payment of any required federal and state unemployment taxes
- ▶ Copies of the domestic employee's G5 visa(s), I-9 or I-94 form(s), and other proof of eligibility for employment
- ▶ Copies of any health insurance policy and proof of payment by the staff member for insurance premiums
- ▶ Information on the G5 domestic employee and any accompanying dependents, including name(s), permanent address(es), telephone number(s), date(s) of birth
- ▶ Contract and payment records for any professional tax and/or payroll services used by the staff member
- ▶ Audit of records

Staff member's records may be subject to audit periodically or in response to a complaint by a domestic employee. Staff members shall cooperate fully and unconditionally with requests made in connection with such an audit by the Bank Group.

Fair Treatment and Collective Responsibility

Staff members who employ G5 domestic employees are obliged to treat them fairly and reasonably.

Staff members have an individual and collective responsibility to not engage in any conduct towards their G5 domestic employee that would reflect adversely on the Bank Group.

Complaints by G5 Domestic Employees

G5 domestic employees may lodge complaints of unfair treatment or Code of Conduct violations to EBC. Staff members may not interfere with such complaints or retaliate against the G5 employee for any good faith statement or action by or on behalf of the employee in connection with a complaint.

EBC may investigate the circumstances surrounding the complaint and request relevant records or other information from the staff member. If EBC finds evidence to substantiate allegations of staff misconduct and/or non-compliance with the Code of Conduct in the employment of their G5 employee, it may submit a report to the Vice President of Human Resources Development, who will determine whether misconduct occurred and if so, what disciplinary measures to impose.

Note: The aforementioned internal complaint and investigative procedures shall not prevent the G5 domestic employee from notifying governmental authorities or taking legal action in connection with any matter affecting his or her employment.

Failure of G4 Staff to Comply with Obligations under the G5 Program

Failure of a staff member to treat their G5 domestic employee fairly and reasonably, or failure to comply with any provision of the Code of Conduct, may result in the loss of the privilege of employing a G5 domestic employee and other appropriate disciplinary action, up to and including dismissal.

Ethics and Business Conduct Vice Presidency

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