

# Au pair Employment Contract

concluded between the:

Employer (Host family)	
Name:	
Profession:	
Address:	
Tel. No:	

And the

Au pair	
Name:	
Birth date:	
Home address:	
Tel. No:	

I. \_\_\_\_\_

The host family agrees to include the au pair in the family life. The au pair shall help the family with the household duties including child care. While residing in Austria, the au pair intends to expand his/her knowledge of the German language and experience the Austrian culture and society.

To this end, the au pair agrees to attend a language course and participate in cultural events.

II. \_\_\_\_\_

The host family shall provide the au pair with a furnished and lockable room for his/her private use as well as full board and lodging. The family shall enable the au pair to take part in a German language course and shall pay half of the course fees<sup>1</sup>. Should the employer require the au pair to take part in a pedagogical qualification course (e.g. a babysitting training course), the employer shall pay the course fees in full.

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<sup>1</sup> Should the family pay more than half of the language course fees, the relevant passage must be revised accordingly.

The au pair is expected to assist the host family in light household duties and child care (including standby duty) up to a maximum of 18 hours per week.

The au pair's allowance is based on the minimum wage scale for au pairs (Mindestlohnentarif) which is 460,66<sup>2</sup> euros per month. The wage shall be paid proportionally at the end of every week.

III. \_\_\_\_\_

The host family's life and housekeeping requirements as well as the au pair's interests should both be taken into consideration. The au pair is entitled to at least one whole day off a week. The au pair's entitlement to vacation and compensation for unused vacation is based on the Urlaubsgesetz (vacation law) (30 work days/ year).

IV. \_\_\_\_\_

Should the au pair be unable to perform his/her duties due to illness or accidental injury, he/she will still be entitled to receive his/her allowance according to §10 of the *Hausgehilfen- und Hausangestelltengesetzes* (Austrian Domestic Law).

Should the au pair not be insured through bilateral national insurance agreements, the au pair is to provide evidence of his/her subscription to a private health insurance coverage.

The au pair should possess sufficient financial means for returning back to his/her home country.

V. \_\_\_\_\_

The au pair employment begins on \_\_\_\_\_ and ends on \_\_\_\_\_. The contract can be terminated by either party without stating a reason. A notice period of one week should be provided.

VI. \_\_\_\_\_

The contract shall be produced in 5 copies; one to the host family, one to the au pair, one to the au pair agency, one shall be submitted to the responsible Austrian authorities (embassy, consulate), and one shall be submitted to the Arbeitsmarktservice (AMS).

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Signature of the host

\_\_\_\_\_

Signature of the au pair

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<sup>2</sup> The amount valid in 2020.