

### Standard Contract of Employment for Domestic Workers in Sri Lanka

#### Live-in Domestic Workers

This model contract was developed through analysis of domestic laws and international labour standards. It serves as an advocacy tool and a basis for discussion. For use as a contract between employers and workers, it may be adapted but the ILO recommends maintaining close alignment with the original. Though Sri Lankan labour laws lack specific provisions for domestic workers, existing laws, the Constitution, and ratified international standards—based on equality and human rights—can be interpreted to ensure their protection.

Key steps for employers:

- Ensure compliance with national laws, regulations, and collective agreements.
- Discuss contract terms verbally with the worker.
- Use Sinhala or Tamil, ensuring both parties understand the language.
- Provide a clear, written contract outlining employment terms.
- Encourage workers with literacy challenges to seek help from a trusted third party.

Please refer to Annexes 4 and 5 for the full titles of the Sri Lankan laws and international labour standards cited in the reference boxes on the right-hand side.

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	1. Parties to the contract	
	This employment contract is executed and entered by and between         1.1 The employer         Full name :         NIC/passport number :         Address :         Telephone number : Residence :         and         1.2 The worker	The employer should give the employee a clear, comprehensible contract stating employment terms and the employer's name and address. S&OE Act Sec 15 (1) ,15 (2); C.189 Art 7(c)
	Full name :	Persons under 18 should not be employed as domestic workers. EWY&C Act (HOR) Part 1 Reg2(i) Children should be protected from harmfr and worst forms of labour. CRC Sect 32; C.182 & C.138
<b>*</b> **	2. Emergency contact person 2.1 Name: 2.2 Relationship to the worker: 2.3 Mobile number:	Specifying an emergency contact is best practice.
	<ul> <li>3.1 This employment will begin on and will end on</li></ul>	The employment period and duration should be specified. S&OE Act (RER) Sec 15 (1) ,15 (2) & 17; C.189

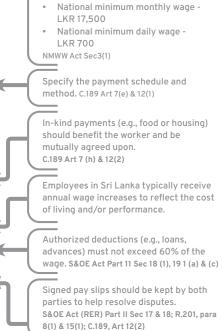
## 4. The place of employment

The workplace address should be S&OE Act Part 1 (RER) Sec 17; C.189 Art 7(b)

#### 4.1 Address: ..... specified. (This should be the same as the employers' address mentioned above) 5. Job title and job description 5.1 Job title: ..... (Please refer to the Annex 1 - Job titles) 5.2 Job description The job title and duties should be (Please complete and attach the Annex 2 - List of duties) specified. S&OE Act (RER) Sec 17; C.189 Art 7 (d), Article 5.3 The employer shall obtain an agreement from the worker before assigning 1 (a) & (b); R.201 Para 6 (2) a changes to the tasks agreed as per Annex 2. All amendments to the tasks and any additional tasks shall be recorded in Annex 2. 6. Wages and benefits Domestic workers should be paid in cash. 6.1 The worker will be paid at the following rate: LKR ..... like others, at or above the minimum per day/week/month (please circle). wage. C.189 Art 7(e) & (h), Art 11(c); C.100 & C.111 6.2 The employer agrees to pay the wages on the following basis. (Please tick the relevant option) Weekly on the ....... (specify the day) of each week Fortnightly ...... (specify the day) of each fortnight Monthly ...... (specify the day) of each month 6.3 Method of payment: (Please tick the applicable box). Paid in cash Deposited in the worker's bank account 6.4 The worker will be entitled to the following benefits as mutually agreed: 4 a) Food or food allowance of LKR ..... b) Accommodation

6.5 The employer shall review and increase the worker's wage annually.

- 6.6 Any of the deductions from worker's wage should be agreed by the worker.
- 6.7 The employer and worker should maintain a document showing the signatures of both parties on the payment of the agreed wage. (Please complete Annex 3 - Record of wage payments)



#### 7. Hours of work

- 7.1 The number of working hours agreed mutually shall not exceed 8 hours a day and overtime to be compensated as per mutual agreement.
- 7.2 The worker shall be entitled to overtime payments, excess of the number of hours agreed in a working day.
- 7.3 The worker is entitled to twice the normal hourly rate if the worker is required to work on previously agreed weekly rest days.
- 7.4 The worker is entitled to a paid break of thirty minutes for every four consecutive hours of work in a day.
- 7.5 The worker is entitled to not less than one (1) rest day (continuous 24 hours) on .....as mutually agreed in every period of seven (7) days. (Please insert the day agreed by both parties)
- 7.6 The worker is free to leave the house and dispose of their free time as they choose during periods of daily and weekly rest, public holidays and annual leave.



### 8. Holidays and leave

- 8.1 The worker will be entitled to 14 days of paid leave (including casual and sick leave) in a calendar year.
- 8.2 The worker should be able to accumulate annual leave and sick leave at the rate of ...... days per month.
- 8.3 All other leave including public holidays, will be determined on mutual agreement between both parties.

Domestic workers should receive equal treatment in hours, overtime, rest, and leave, with consideration for the unique nature of their work. C189 Art 10(1) Employees are entitled to 14 days of paid annual leave. S&OE Act (RER), Sec 6(1)(b)

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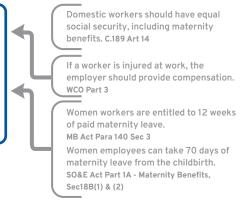
Domestic workers can accumulate leave, like workers. S&OE Act Part I Sec 6 (3); C.189 Art 7(g), R.201 6(2) b & 11 (3)

Employees are entitled to paid leave on all public holidays. S&OE Act Sec 7

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### 9. Social protection

- 9.1 If the worker is injured or becomes ill during work or work-related travel, the employer should provide immediate medical care, pay for necessary medical expenses, and provide due compensation.
- 9.2 Maternity leave: If the worker becomes pregnant, the parties agree that the worker will be entitled to ...... days of paid maternity leave.







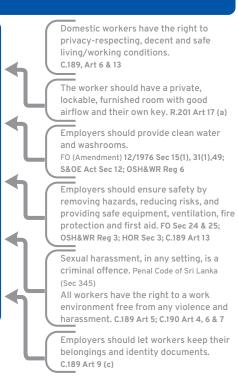
### 10. Living and working environment

- 10.1 The worker will be provided with accommodation for the duration of their service, consisting of a separate, private room that is adequately furnished, well-ventilated, and lockable.
- 10.2 The employer shall provide the worker, free of charge, with proper sanitation facilities, such as clean drinking water and washrooms, for the duration of their employment.
- 10.3 The employer shall provide and maintain suitable and adequate safety and health measures to protect domestic workers by eliminating workplace hazards and minimizing risks.
- 10.4 The employer shall ensure an enabling work environment, free from all forms of violence, and should not subject the worker to physical, sexual, or emotional abuse.
- 10.5 The worker has the right to keep their travel and identity documents, along with other personal belongings.



### 11. Dispute resolution

- 11.1 Any disputes arising from this employment contract shall first be addressed through amicable negotiations.
- 11.2 Domestic workers have the right to seek assistance from domestic workers' unions in the event of a dispute.
- 11.3 If these attempts fail, either party may file a complaint with the Commissioner General of Labour or their representative in the relevant area.



Any worker has the right to take employment disputes to the Labour Tribunal or use conciliation. ID Act 31 b (1) & 33 (d); C189 Art 16

Domestic workers may contact the following trade unions for support: • Protect Union: 070 430 7003/ info@

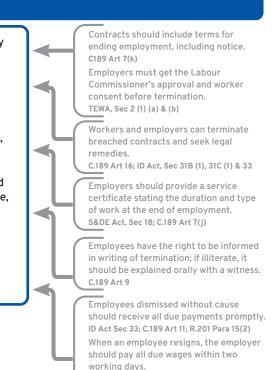
- Protect Union: 070 430 7003/ Info@ protect.lk
   Centre for Working Women:
- 071 338 6433/centreforworkingwomen@ gmail.com

Domestic & General Workers Union: 076 058 6807/ dgwu.gs.office@gmail.com



### 12. Termination of employment contract

- 12.1 Both the employer and worker have the right to terminate the contract by giving one month's advance notice in writing to the other party.
- 12.2 In case of breach of contract, both parties have the right to terminate the contract and claim compensation arising from the breach.
- 12.3 At the end of the employment relationship, the employer shall provide the worker with a certificate stating the period and nature of the services, regardless of the conditions under which the contract was terminated.
- 12.4 The reason for termination of the employment contract should be notified to the worker in writing. In the case where the domestic worker is illiterate, notice should be explained orally by the employer in the presence of a witness.
- 12.5 If the worker is dismissed without fault, the employer agrees to provide the worker with a payment for the period/months of work completed and any outstanding payments should be made promptly.



S&OE Act (RER) Part II, Sec 19(1)(c)

13.1 The employer recognizes the domestic worker's right to join a trade union, support trade union activities and participate in union activities.

All workers have the right to join and participate in trade unions without retaliation.

TUO Sec 2; ID A(Amendment) 56/199, Part V-A, Sec 32A; Constitution of SL, Art 14(1) (C) and (d); C.189 Art 3; C.87

14. Other conditions						
14.1 Any changes to this agreement shall be valid only if made in writing and signed by both the employer and the worker.						
Signature of the employer   Signature of the employer     Signat						
Annexes         Job titles for domestic workers         List of duties for domestic workers         Record of wage payments						

Sri Lankan laws that informed this contract

International labour standards guiding the provisions of the contract

#### Annex 1: Job titles for domestic workers

(Please tick the appropriate title)

Domestic housekeeper	0	Gate keeper/guard
Caregiver (adult care)	0	Cook
Caregiver (childcare)	0	Gardener O
Caregiver (caring for a sick person)	Ō	Launderer O
Caregiver (caring for a person with disability)	0	House driver
Domestic cleaner	0	Caretaker 🔘
(Mention relevant title here)	Ō	(Mention relevant title here) 🔘

Source: Activities of private households- United Nations Statistical Commission 2002, International standard industries classifications of all economic activities

#### Annex 2: List of duties for domestic workers

(Please tick the relevant duties)

General cleaning of house	$\bigcirc$	Vacuuming carpets and upholstery	C
Cleaning and sanitizing toilets, washbasins, bathtubs, and showers	ŏ	Preparation/cooking meals	č
Waiter - serving food	ŏ	Assisting to prepare meals	Č
Laundry - machine wash	Õ	Clearing and cleaning up after meals	Č
Laundry- hand washing	Õ	Removal of refuse/garbage	Č
Hanging out laundry	Õ	Outdoor cleaning, walls, lights, windows	Č
Ironing	0	Polishing floors and verandas	C
Maintaining the garden	Õ	Caring for elderly individuals	Č
Mowing lawns	Õ	Caring for children	Ċ
Plant trimming and pruning	Õ	Providing care for a person with a disability	Č
Providing care for pets	Õ	Providing care for a sick person	Č
Washing cars	Õ	Caregiver	Ċ
General driving duties	0	Guarding the house	C
Supervising the work of other domestic workers employed in the household	Õ	(Other relevant duties)	Č

Signature of the employer	Signature of the worker
Date / /	Date / /
Place	Place

(The completed and signed list of duties should be attached to the employment contract.)

#### Annex 3 : Record of wage payments

Acknowledgement receipt Year Month Week (If applicable)						
Name of worker	Monthly /weekly wage of the worker (in LKR)	Total amount of deductions as mutually agreed including loans/ advances (in LKR)	Total wage paid (in LKR)	Date of payment		
I acknowledge that I have received my monthly/weekly wage indicated above for the month/week of in the year						
Signature of the worker		Date				
Signature of the employer		Date				

#### Annex 4: Sri Lankan laws that informed this contract

- Employment of Women, Young Persons and Children Act, No. 47 of 1956 (EWY&C Act) | Hazardous Occupations Regulations No. 01 of 2021 (HOR)
- Factories Ordinance, No. 12 of 1976 as amended (FO)
- Industrial Disputes Act, No. 43 of 1950 as amended (ID Act)
- Occupational Safety, Health, and Welfare Regulations 1984 (OSH&WR)
- Maternity Benefits (Amendment) Act, No. 15 of 2018 as Amended (MB Act)
- National Minimum Wage of Workers (Amendment) Act, No. 48 of 2024 (NMWW Act)
- Shop and Office Employees Act, No. 19 of 1954, as amended (S&OE Act) Regulation of Employment and Remuneration (RER) Regulation of Hours of Employment (RHE)
- Termination of Employment of Workmen (Special Provisions) Act No.45 of 1971(TEWA)
- Workmen's Compensation Ordinance No. 15 of 1990 as amended (WCO)
- Trade Unions Ordinance No. 14 of 1935 (TUO)
- Penal Code of Sri Lanka Ordinance No. 2 of 1883 (Penal Code)
- The Constitution of the Democratic Socialist Republic of Sri Lanka (Constitution of SL)

#### Annex 5: International labour standards guiding the provisions of the contract

- Domestic Workers Convention, 2011 (No. 189) C.189
- Domestic Workers Recommendation, 2011 (No. 201) R.201
- Violence and Harassment Convention, 2019 (No. 190) C.190
- Convention on the Rights of the Child, 1989 CRC
- Freedom of Association and Protection of the Right to Organise Convention, 1948 (No. 87) C.87
- Minimum Age Convention, 1973 (No. 138)
- Worst Forms of Child Labour Convention, 1999 (No. 182) C.182
- Equal Remuneration Convention, 1951 (No. 100) C.100
- Discrimination (Employment and Occupation) Convention, 1958 (No. 111) C.111