

SPECIMEN

THE CONTENTS OF THIS EMPLOYMENT CONTRACT MAY BE MODIFIED WITH THE AGREEMENT OF BOTH PARTIES IN ACCORDANCE WITH THE CURRENT RULES ON DOMESTIC WORK

AND FOR THE EMPLOYMENT OF MIGRANT OR FOREIGN WORKERS, IN COMPLIANCE WITH THE RULES CONTAINED IN DELEGATED DECREE No. XX OF XX DECEMBER 2015

## INDIVIDUAL EMPLOYMENT CONTRACT

to provide continuing care for the elderly and dependent people with disabilities,  
under a regime of cohabitation

Mr/Ms \_\_\_\_\_ born in \_\_\_\_\_

on \_\_\_\_\_ residing in \_\_\_\_\_

street \_\_\_\_\_ SSI code \_\_\_\_\_

**on the one side,**

Mr/Ms \_\_\_\_\_ born in \_\_\_\_\_

on \_\_\_\_\_ nationality \_\_\_\_\_ resident in his/her

country of nationality according to public records, but de facto domiciled in \_\_\_\_\_

\_\_\_\_\_

in his/her capacity as caregiver for the elderly or persons with disabilities,

(hereinafter referred to as caregiver),

**on the other side.**

Whereas

- the conclusion of an individual employment contract for continuing care to dependent people is compulsory;
- this contract shall define the rights and obligations of the contracting parties, taking into account the particular legislation on domestic work;
- the provisions concerning the entry and stay of foreigners in the Republic of San

Marino consider the work under this contract as a limited and defined care work, as the duration of stay and work permits is subject to the provisions of Delegated Decree no. 118 of 28 June 2010 and Delegated Decree no. 151 of 2 September 2010 and subsequent amended;

- the employment of migrant or foreign caregivers for continuing care is full-time and temporary, for a maximum duration of one year, which may be renewed under the rules in force. The authorisation of the employment relationship is granted if the caregivers meets the following requirements: to obtain a certificate of physical and mental fitness from the SSI; to be domiciled at the assisted person's address; and to hold a valid visa, if necessary, as required by the applicable legislation.

The parties hereby agree as follows:

- full mutual compliance with the applicable laws and regulations on employment and care for the elderly and dependent people with disabilities;
- full mutual observance of the contents of this contract;
- the whereas clauses shall be an integral and binding part of this contract.

The job shall be full-time for six days a week, with an agreed trial period of 26 days actually worked (*unless otherwise agreed between the parties*).

The trial period shall start from \_\_\_\_\_ (*and in any case not prior the issuance of the certificate of physical and mental fitness*)

Starting date of the employment relationship, from \_\_\_\_\_  
to \_\_\_\_\_ (*for a maximum of one year, renewable according to the law*)

With regard to contributions, reference shall be made to the date of beginning of the trial period.

It is understood that in any case the employment relationship shall end when they family does not need any more care services for the dependent person or when the caregiver resigns or is dismissed.

The parties are free to terminate the contract, without prejudice to the duty of advance notice. The period of advance notice, in the event of termination, dismissal or resignation, is 15 calendar days.

The termination of the employment relationship shall immediately terminate the work permit.

**WAGE:**

The gross monthly wage agreed is equal to Euro \_\_\_\_\_.

The daily wage is obtained by dividing the monthly amount for 26 working days.

Please note that the contractual wage elements that make up the gross wage are as follows:

- national holidays;
- civil and religious weekday holidays;
- Christmas bonus;
- availability to work on Sundays and holidays;
- travel expenses referred to in letter c) of Article 12 of Law no. 118/2010 and Decree no. 151/2010 and subsequent amendments;
- the end-of-service seniority allowance (15 days per year) equal to 4.81% = €, which is therefore included within the monthly gross wage.

Caregivers delivering care services in hospitals and working in the time-slot from 10 p.m. to 6 a.m shall receive a supplement of 25% of the hourly wage.

*(Any different condition shall be indicated in this contract).*

**LEAVE DAYS:**

Current regulations shall apply to this contract, that is the caregiver is entitled to one (1) leave day for each month worked since his/her employment.

**WEEKLY REST:**

One weekly day of rest agreed and specifically indicated in this contract, which normally coincides with Sunday.

For contribution purposes and in order to pay the economic allowance for temporary inability, the weekly rest shall coincide with Sunday.

The Social Security Institute is responsible for the payment of the temporary inability allowance directly to the caregiver, according to the conventional remuneration levels established by current regulations.

A break during the working day should be agreed, taking into account the needs of both parties.

**BOARD AND LODGING:**

Given that this type of work provides for cohabitation, the caregiver will be granted a bedroom or in any case a private room to be used also on rest days, sick days or during daily breaks. *(Any different condition shall be indicated in this contract).*

The caregiver shall have the right to normal daily meals, including breakfast, lunch and dinner and, if required, even on rest or sick days.

**The caregiver shall note the obligation to domicile at the assisted person's address and to undergo a pre-employment and/or a periodical medical examination for the issuance of the certificate of physical and mental fitness by SSI. The caregiver shall also take note of the terms and requirements in order to stay in the territory.**

**The employer shall take note of the obligation to provide domicile to the private home caregiver for elderly and persons with disabilities.**

**The contracting parties shall take note of the controls and verifications carried out by the competent bodies.**

The Parties have agreed and have signed this individual employment contract, which shall be lawfully effective.

Date \_\_\_\_\_

Done, read and signed in 2 (two) copies

Employer

\_\_\_\_\_

Caregiver

\_\_\_\_\_