



**PERSONAL INFORMATION  
FOR  
INTERNATIONAL EMPLOYEES  
OF AURA IN CHILE**

Provided by  
AURA-O  
Colina el Pino S/N  
Casill 603  
La Serena, Chile

## I. Special Information for Parents of Children Born in Chile

### A. Birth Documents Needed for Child Born in Chile

#### *1. If Parent is a US Citizen*

See [http://travel.state.gov/family/family\\_issues/birth/birth\\_593.html](http://travel.state.gov/family/family_issues/birth/birth_593.html)

#### *2. Registering Your Child's Identity*

Every child born in Chile must be registered at the office of the “Registro Civil e Identificación” closest to the place of birth.

#### *3. Procedures*

The mother, father or third party registering the birth must take the documents that are described below to the Official at the registry. The baby that is about to be inscribed need not be present.

It is also possible to register the birth at other Offices of the Registro Civil e Identificación if, for any reason, it cannot be done at the office nearest to the place of birth. In this case the registration is done by means of a written request which must be sent to the corresponding Civil Officer.

#### How to inscribe the baby

The registration will be made with a “Comprobante de parto” (birth certification/ proof), document that proves the birth of the child, which together with the name and RUN of the mother who gave birth, establishes the legal affiliation between mother and her child. The obstetrician or the midwife prepares this document.

Sometime during the first 30 days after the birth, the mother, the father or a third party should make the registration in person. The parent or delegate must be authorized by means of a simple **power of attorney**.

#### What is required to inscribe the baby

If the father (who can certify that he is legally married to the mother) is the person making the registration, he takes the following documents:

- Birth proof certificate
- Wedding booklet or Marriage certificate
- His Identity card

If the father (who does *not* certify that he is legally married to the mother) is the person making the registration, he takes the following documents:

- Birth proof certificate
- His Identity card

If a third person goes to register the baby he/she will need:

- Birth proof certificate
- Wedding booklet or marriage certificate of the baby's parents
- Simple *power of attorney* granted by one of the parents, which specifies the child's given names and the personal information of both parents.
- Identity card of the parent authorizing the registration by a third party.
- Third party's own identity card.

## **B. Where To Register The Baby In La Serena/Coquimbo**

Coquimbo Office: Aldunate 1068. Tel:312036.

Coquimbo Hospital: Av. Videla. Tel: 313025

La Serena Office: M.A. Matta 461. Tel: 216073.

La Serena Hospital: Balmaceda 916. Tel: 200699

All of the above offices are open from 8:30am to 2:00pm

A **birth certificate** is issued once the registration has been accomplished, this document proves the civil status of a person according to Chilean legislature. The registration procedure will also provide a RUN (Rol Unico Nacional or Unique Identification Number). This number identifies the person for life and will appear in his/her identity card when eventually requested, and also show in a variety of administrative and legal actions and documents during his/her lifetime.

## **C. Names Of Lawyers Who Speak English To Discuss Child's Status In Chile If Born In Chile**

AURA will not recommend lawyers; however some contact addresses and numbers of English-speaking lawyers are provided herewith:

Santiago:

GQM&Cia. [http://www.gqmc.cl/down\\_attorneys.htm](http://www.gqmc.cl/down_attorneys.htm)

BBP attorneys [http://www.ip-bbp.com/quienes/ev\\_socios.htm](http://www.ip-bbp.com/quienes/ev_socios.htm)

La Serena:

Jorge Vargas Muñoz. Cordovez 672, Serena Oriente Building, Office 362. Ph:213721, 09-8419415.

Estudio Arriagada y Hernández. P. Pablo Muñoz No. 420, 2 floor, No. 420. Ph: 213558, 217101 or 223572

AURA does not itself deal regularly with any of the above lawyers.

*See also "Selected list of attorneys practicing in Santiago" under "General Information" at the US Embassy web page.*

**Wills**

Wills are a personal matter and not part of AURA's responsibility; however the following information is provided as a general reference:

The AURA lawyer has provided an outline for a closed will that may be prepared by the interested party; please obtain it from Elaine if you are interested in having a copy. Unlike other countries, Chilean legislation does not allow a person the freedom to bestow his goods as he/she sees fit. The law establishes certain compulsory assignments. Hence wording such as "mitad legitimaria" (legitimate half), "derechos de la cónyuge sobreviviente" (legal rights of the surviving spouse), "sociedad conyugal" (marital common property), "derecho de acrecer" (right to increase), "cuarta de libre disposición" (fourth part of free assignment), "legados" (bequests), "albacea" (executor), "partidor" (distributor); will necessarily require a lawyer's counsel.

The closed will is put in a "sobre or carátula" (envelope) which is sealed with wax, and taken by three witnesses to a Notary. The witnesses and Notary must sign the envelope.

An important aspect to consider is that the will does not avoid the need of obtaining a posesión efectiva. According to Law No. 19,903, foreign persons who own goods in Chile, and whose latest address is in Chile, must obtain a "posesión efectiva".

### **III.**

## **Voting in Your Home Country**

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### **Voting**

Voting is a personal matter and is not the responsibility of AURA to provide information on various governmental procedures for voting. Please check your home country's web site for absentee voting information for ex-patriates.

As an example, US expatriates may see <http://www.fvap.gov>

## **IV.**

## **Educational Options for Children**

For the best results in regard to your children's education, parental involvement is critical. AURA is not qualified to judge if the schools are meeting the needs of the expatriate staff's children. This is a personal matter

Most staff member's children go to one of the following local schools:

The International School  
Colegio Inglés Católico de La Serena  
Colegio Alemán  
Colegio San Joaquín

Parents should approach The International School via the AURA School Board Member, James Hughes, for all matters. A suggested course to obtain qualifications such as an international baccalaureate, would be to consult if the schools in Santiago, who provide these certificates, are willing to extend these to students of The International School who need them to continue their studies overseas. Parents might want to ask the school to examine the possibility of arranging for their children to take a test at the Santiago schools that issue baccalaureates.

AURA provides an educational allowance for qualified expatriate's children.

### **Dependent Education Allowance for Expatriate staff at AURA-O**

*An education allowance is available for eligible, dependent children of expatriates living and working in Chile, for grades Kindergarten to 12th grade ("Cuarto Medio") inclusive.*

The value of the benefit is the lesser of the actual cost of tuition or an amount equal to the appropriate grade tuition charged at the International School in La Serena.

This policy does not include reimbursement for pre-school tuition or expenditures for dependent children below Kindergarten. In addition, the Dependent Education Allowance for Expatriate staff at AURA-O does not include reimbursement for any **college expenses**, including but not limited to: fees for college entrance exams, fees for applications for entrance to a college or university or fees for tuition, or any expenses associated with classes beyond the 12th grade. Finally, Textbooks are not an allowable expense for reimbursement. Therefore, AURA does not reimburse expenses for **textbooks**.

No part of this policy applies to education allowances for the dependents of AURA-O employees in Chile with local contracts.

## **X. Hiring Domestic Help and Gardeners**

Expatriates may wish to hire housekeeping or gardening help. Chile requires that those hiring domestic help abide by certain labor laws. It is important to understand the regulations that govern employing such individuals. Please read the following Appendices very carefully.

Maids: a contract must be written and signed (please see appendix 1 and 2), social security and an indemnity payment (to be made effective upon termination) must be made on a monthly basis: When the contract ends the employer only has to pay indemnity for the vacation period accrued (it has been customary to pay a month per year of service when the work contract ends, but this is not compulsory by law). The payments to be made are:

Pension plan	10.00%
Disability or survival	2.40%
Health	7.00%
Work accident law	0.95%
Indemnity fund	4.11%

Temporary workers, gardeners.

If a gardener goes to your home to mow the lawn every 15 days, or once a week, it is not obligatory to have a work contract. You pay for the service each time it is carried out. However if the gardener is contracted with a schedule, then you require a work contract (which can be part-time). The social security and pension payments to be made are:

AFP (pension plan)	10.00%
Disability or survival	2.40%
Health	7.00%
Work accident law	0.95%
Indemnity fund	2.40%

If the worker is terminated by the employer, it is compulsory to make an indemnity payment equivalent to one month's salary per year of service and fraction over six months (after the first year has been completed) plus any vacation accrued.

In both cases (maids and gardeners) the contracts and dismissals must be formally written, and signed before a Notary, and the letters putting an end to the contract must be signed by the worker, a copy of which must be sent to the Labor Inspectorate.

## Appendix 1

### **Modelo Contrato de Trabajo Para Trabajadores de Casa Particular**

(QUE NO VIVA EN CASA DEL EMPLEADOR)

En..... a ..... días del mes de ..... del año ..... entre ..... con domicilio en calle .....Nº....., Block o Departamento .....de nacionalidad ..... RUT N° ..... en adelante EMPLEADOR y Don(a) ..... con domicilio en ..... cédula nacional de identidad ..... de nacionalidad ....., fecha de nacimiento .....de .....de..... en lo sucesivo "trabajador(a)", convienen lo siguiente:

PRIMERO : El trabajador(a) se desempeñará en tareas relacionadas con funciones del hogar, precisamente, en el domicilio del Empleador , ya indicado, consistiendo su labor en:.....

..... para ..... personas, que constituyen el núcleo familiar, sin perjuicio de visitas que pudieren venir ocasionalmente;

SEGUNDO : La jornada diaria será de ..... horas

Se inicia a las ..... horas

Termina a las ..... horas.

Dentro de esta jornada tendrá un descanso no inferior a una hora, la que se cumplirá en la oportunidad que las partes acuerden según las modalidades de trabajo y circunstancias cotidianas de la labor propia del hogar.

Esta Jornada se distribuye de la siguiente forma:

De ..... a ....., de .....horas a .....horas, teniendo un descanso no inferior a una hora imputable a la jornada diaria de labor.

Dentro de las tareas señaladas, a modo de ejemplo, se compromete, además, ir a dejar a los niños a la escuela e ir a buscarlos a la dirección .....

TERCERO El empleador se compromete a remunerar al trabajador con un sueldo mensual de ..... pesos moneda legal (\$ .....m/l), que se cancelará por períodos vencidos el último día hábil de cada mes.

Además, conforme lo señala el artículo 10 N° 7, del Código del Trabajo se acuerdan los siguientes Pactos especiales:

1.- .....

2.- .....

Las deducciones que la Empleadora deberá según los casos practicar a las remuneraciones, son todas aquéllas que dispone el artículo 58 del Código del Trabajo.

El empleador se compromete, a depositar mensualmente, en la A.F.P. que el trabajador elija un 4,11% de la remuneración mensual imponible de éste, por el tiempo de duración del contrato, plazo que no podrá exceder de 11 años, a contar de la fecha de inicio de la relación laboral, para el financiamiento de la indemnización a todo evento, por término de contrato dispuesto en el art. 163 del Código del Trabajo;

CUARTO : Por trabajar de Lunes a Domingo, tendrá derecho a un descanso semanal el día ..... y otro por cada día festivo que trabaje;



QUINTO : Las partes convienen en que los 15 primeros días de vigencia del presente contrato se estimarán como "períodos de prueba" y que, previo aviso con tres días de anticipación durante dicho plazo, puede ponérsele término por cualquiera de las partes, sin otra obligación por parte del empleador que cancelar oportunamente el tiempo servido.

Pasado el período de prueba, el contrato se estimará de plazo indefinido, pero cualquiera de las partes, o ambas, según el caso, podrán ponerle término en cualquier momento con arreglo a la ley.

SEXTO : Para todas las cuestiones a que eventualmente pueda dar origen este contrato, las partes fijan domicilio en la ciudad de .....

SEPTIMO : El presente contrato de trabajo tendrá una duración .....

OCTAVO : Se deja constancia que el Don(a).....  
ingresó a prestar servicios con fecha .....de.....de 20.....

NOVENO : El presente contrato se firma en dos ejemplares, quedando en este mismo acto uno en poder de cada contratante.

.....  
TRABAJADOR(A)  
RUT .....

.....  
EMPLEADOR  
RUT .....

## Appendix 2

### **Modelo Contrato de Trabajo Para Trabajadores de Casa Particular (Puertas Adentro)**

En ....., a ..... de ..... de 20....., entre ....., RUT ....., representado (a) por ....., cédula de identidad N° ....., ambos domiciliados en calle ....., N° ....., comuna de ....., ciudad de ....., que en adelante se denominará "el empleador"; y don(a) ....., de nacionalidad ....., nacido el .....de ..... de ....., cédula de identidad N° ..... del Gabinete de ....., de profesión u oficio ....., de estado civil ....., domiciliada en calle ..... N° ....., comuna de ....., ciudad de ....., procedente de ....., que en adelante se denominará "el trabajador(a)", se ha convenido en el siguiente contrato de trabajo:

PRIMERO El (la), trabajador(a) se compromete y obliga a desempeñarse en las labores de ..... que el empleador o su grupo familiar le encomiende.

SEGUNDO El trabajo se desempeñará en el domicilio particular del empleador, ubicado en calle ....., N° ..... depto. ...., comuna de ....., ciudad de .....

La jornada diaria de labor no estará sujeta a horario, sino que su extensión estará determinada por la naturaleza de las labores mismas, pero en todo caso, el empleador cuidará de que el trabajador (la trabajadora) disfrute de un descanso efectivo absoluto no inferior a 12 horas diarias.

TERCERO El empleador se compromete a remunerar al trabajador con un sueldo mensual de ..... pesos moneda legal (\$ .....m/l), que se cancelará por períodos vencidos el último día hábil de cada mes.

Las deducciones que la Empleadora deberá según los casos practicar a las remuneraciones, son todas aquéllas que dispone el artículo 58 del Código del Trabajo.

El empleador se compromete, a depositar mensualmente, en la A.F.P. que el trabajador elija un 4,11% de la remuneración mensual imponible de éste, por el tiempo de duración del contrato, plazo que no podrá exceder de 11 años, a contar de la fecha de inicio de la relación laboral, para el financiamiento de la indemnización a todo evento, por término de contrato dispuesto en el art. 163 del Código del Trabajo.

CUARTO Las partes convienen en que los 15 primeros días de vigencia del presente contrato se estimarán como "períodos de prueba" y que, previo aviso con tres días de anticipación durante dicho plazo, puede ponerse término por cualquiera de las partes, sin otra obligación por parte del empleador que cancelar oportunamente el tiempo servido.

Pasado el período de prueba, el contrato se estimará de plazo indefinido, pero cualquiera de las partes, o ambas, según el caso, podrán ponerle término en cualquier momento con arreglo a la ley.

QUINTO Para todas las cuestiones a que eventualmente pueda dar origen este contrato, las partes fijan domicilio en la ciudad de .....

SEXTO Se deja constancia que el Don(a)..... ingresó a prestar servicios con fecha .....de.....de 20.....

SEPTIMO El presente contrato se firma en dos ejemplares, quedando en este mismo acto uno en poder de cada contratante.

.....  
TRABAJADOR  
RUT .....

.....  
EMPLEADOR  
RUT .....

### Appendix 3

#### **CHILEAN LABOR CODE**

##### **Chapter V**

##### **CONTRACTS OF DOMESTIC SERVANTS IN PRIVATE HOUSES<sup>1</sup>**

###### **Art.146.**

*Domestic servants are natural persons who work in private houses, in continuous form, whether full time or part time, in service of one or people or a family, in cleaning work or work of assistance inherent to the home.*

*In all cases, workers subject to the norms of this Chapter are also those who provide the same or similar services to those indicated above but in welfare institutions whose objectives are attending to people with special needs and/or protection, offering them the same benefits of a home.*

*In the case of doubt, the classification will be done by the respective Inspector of Work (“Inspector del Trabajo”), whose decision can be appealed to the Director of Work (“Director del Trabajo”), without further recourse.*

*These clauses also apply to chauffeurs of private homes.*

###### **Art.147.**

*The first two weeks of work will be considered a trial period and during this period either party can terminate the relationship, giving 3 days’ notice with payments being made for the time served.*

###### **Art.148.**

*In the event of the death of the head of household, the contract continues with the family of the person who lived in the house and continues to live in the house after the death, who will be vicariously liable for the compliance of the contract’s obligations.*

###### **Art.149.**

*The working day of domestic servants who do not live in the house cannot in any case exceed 12 hours daily and will have, within that period, a rest period of no less than one hour.*

*When the domestic servant lives in the house, (s)he will not be subject to a specific working day, but one determined by the nature of her work, but normally having an absolute minimum rest of 12 hours daily. Between the end of one working day and the beginning of the next, the rest should be uninterrupted and, normally, be of a minimum of 9 hours. The excess may be distributed during the working day and be understood as included in the lapse of time destined for the meals of the servant.*

###### **Art.150.**

*The weekly rest of domestic servants that do not live in the house are determined by the general norms of paragraph 4, Chapter IV, Title 1 of the Labor Code.*

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<sup>1</sup> El artículo único de la Ley N°19.889 (D.O.24.09.03), modificó el número IV inicial de este capítulo por el V que aparece en el texto.

*The unique article of Law No: 19.889 (August 24, 2003) modified number IV of this Chapter to the V that appears in this text.*

*The workers that live in the house of the employer have a right to one full day of rest per week, which may be broken into two half days at the request of the servant.*

*The days of rest allow the workers to not start their jobs again until the start of the next working day.*

**Art.151.**

*The remuneration of domestic servants is fixed by joint agreement between the parties, including agreement over the amount paid in money, food provided and lodging in the case that the job requires the servant to live-in.*

*The minimum remuneration in money for domestic servants shall be the equivalent of 75% of the monthly legal minimum wage.*

*Domestic servants that do not live in the house of the employer and who work part time or provide services only on some days of the week, have the right to a minimum wage that is not less than that referred to in the previous paragraph, when calculated in proportion to the servant's working hours and days of work.*

*The provision of food and lodging for domestic workers is not considered for calculations of tax or pension/social security.*

**Art.152.**

*Should the domestic servant be ill, the employer should provide immediate notice to the respective organism of social security and he/she is obliged to maintain the servant – without right of payment – for:*

- 8 days, if the servant has less than 6 months' of service,*
- 15 days, if the servant has worked from 6 months-1 year or*
- 30 days, if the servant has worked for more than 1 year.*

*All contagious illness, clinically indicated as such, of any of the parties or of any of the people who live in the house, gives the right of the other party to the contract to terminate the contract.*

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