

Domestic Workers United

Standard Employment Contract for Domestic Workers

This contract is for full time domestic workers. This contract was made between _____ (the employer) and _____ (the employee) on _____ (date) and has the following terms of employment:

- 1. The employee shall be employed beginning on _____ (date).
- 2. The employee shall work at employer's residence at _____.
- 3. The employee is live-in / live-out (circle one).
- 4. State number of children to be cared for: _____

Description of children (age, gender, activities, etc.)

5. Work Responsibilities:

Job entails the following:

Job does **not** entail the following:

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- 6. The employee shall not be required to work for any person other than the employer.
- 7. Employer shall pay employee \$ _____ per week, not including overtime. The normal rate of pay is \$ _____ per hour. Overtime rate of pay is \$ _____ per hour.
- 8. The work week shall be **40** (live-out work) or **44** (live-in work) hours.

In accordance with state and federal labor laws, employee shall be compensated **one and a half** times the normal rate of pay for every hour worked beyond 40 (live-out work) or 44 (live-in work) hours.

- Sleepovers for live-out worker shall be compensated at an additional rate of \$ _____ per day.
- Employee cannot be required to work more than _____ hours per week.

- 9. Employee shall receive her/his weekly wages every _____ (day of the week) at _____ am/pm.
- 10. Employer shall pay a penalty of _____ % for every day that the employee's wages are paid late.
- 11. Both employer and employee shall have a signed record of the payment of wages.

12. Employer shall provide a letter of reference at the end of the first year and at the end of each subsequent year of employment.

13. Domestic workers are particularly vulnerable to illness due to constant exposure to illness or toxic cleaning agents. The employer shall provide medical insurance for the employee. Alternatively, employer agrees to cover the cost of regular annual checkups and OBGYN exams, as well as the cost of emergency medical treatment when the employee is ill or injured.

14. Employer who lives on the outskirts of New York City or in suburban areas such as Westchester County, New Jersey, and Long Island shall cover the cost of transportation to and from work.

• Employer shall cover the cost of a taxi ride home when employee works past eight in the evening.

15. Upon completion of six months of employment, employee shall receive _____ weeks of paid vacation annually.

The timing of the vacation shall be determined by the employee. The employer cannot require employee to take her/his vacation to coincide with that of the employer.

If the contract is terminated before the employee takes her/his vacation, the employee shall be paid for the above number of weeks at the time of termination.

16. Employee shall receive, with pay, the following eight nationally observed holidays:

a) New Year's Day

b) Martin Luther King Jr.'s Birthday

c) President's Day

d) Memorial Day

e) Independence Day

f) Thanksgiving

g) Labor Day

h) Christmas Day

Employee shall also receive an additional religious/cultural holiday of her/his affiliation: _____ (e.g. Good Friday, Lunar New Year)

In the event that the employee agrees to work on any of these holidays, s/he will be compensated one and a half times the normal rate for each hour worked.

17. Employee shall receive _____ paid sick days.

• At the end of the year, the employee shall be paid for the above number of sick days if those days were not taken.

In addition, employee is entitled to _____ paid personal days.

At the end of the year, the employee shall be paid for the above number of personal days if those days were not taken.

18. Employee shall receive one month of maternity leave, of which _____ weeks shall be paid. Employment shall not be terminated under this provision if employee can resume employment after the month of maternity leave.

19. Employee is entitled to periodic breaks throughout the day, including meal breaks.

- Child care worker may take these breaks when the child(ren) is/are sleeping or otherwise safe.

20. Employer and employee agree to the following food arrangement:

21. Employee shall have access to employer's phones for necessary local calls during the work day.

- Live-in worker shall have free, private, and reasonable access to employer's phones.

22. Lodging (for live-in domestic workers only): Employer shall provide private, suitable and furnished accommodation for the employee free of charge, with adequate heat, ventilation, and light. Employee shall have full access to use of the kitchen and a bathroom.

23. Employer agrees to notify employee should workplace be under electronic surveillance. Surveillance shall not extend to bathrooms.

- Live-in worker's private room(s) shall not be subject to surveillance.

24. Employer and employee shall make good faith efforts to discuss and resolve any conflicts arising under this contract.

25. Either party may terminate the contract by giving three weeks' notice.

The employer may give three weeks' pay in lieu of notice to terminate the contract.

- After one year of employment, the employer must provide one week salary as severance pay. One additional week severance shall be paid for every year of work.

26. Employee is entitled to a raise of at least _____ % every year.

27. Any addition to the family reflects a significant change in the job description. For this reason, for each additional child, employer shall compensate employee with a raise in salary of \$ _____ per week.

28. If the employer would like the employee to travel with them, this must be mutually agreed upon and shall be compensated at an additional rate of \$ _____ per day, in addition to paying for travel and other incidental expenses related to the trip. Employee shall be provided their own accommodations for the trip.

29. Employer understands that workers are protected by labor laws, regardless of race, gender, immigration status or age.

Date _____

Signed by the Employer _____

Name of Employer _____

Signed by the Employee _____

Name of Employee _____

In the Presence of

Name of Witness

Signature of Witness