

CITY OF PHILADELPHIA
DEPARTMENT OF LABOR
OFFICE OF WORKER PROTECTIONS

**REGULATIONS REGARDING CHAPTER 9-4500 OF THE PHILADELPHIA CODE:
PROTECTIONS FOR DOMESTIC WORKERS**

The following regulations regarding Chapter 9-4500 of The Philadelphia Code (“Domestic Worker Bill of Rights Regulations”) are hereby adopted:

1. Scope.

1.1 Authority. The City of Philadelphia Department of Labor promulgates these Domestic Worker Bill of Rights Regulations pursuant to its authority under Philadelphia Home Rule Charter §§ 4-2300 and 8-407 and Philadelphia Code § 9-4506.

1.2 Existing Regulations. These Domestic Worker Bill of Rights Regulations shall supersede all previously issued regulations regarding Chapter 9-4500.

2. Definitions.

As used herein, the following terms shall have the meanings indicated. Other terms not specifically defined in these Domestic Worker Bill of Rights Regulations shall have the meanings provided in Chapter 9-4500.

2.1 Chapter 9-4500. Chapter 9-4500 of The Philadelphia Code.

2.2 Domestic Service. Caretaking functions, provided in exchange for wages in, about, or for a Private Residence or for a household, such as: Housekeeping or House Cleaning; cooking; providing food or butler service; parking cars; cleaning laundry; gardening; personal organizing; or caring for a child or serving as a companion or caretaker for a person who is sick, is convalescing or has a disability. Domestic Service excludes work primarily involving: house sitting; pet sitting; dog walking; service provision out of the provider’s own Private Residence, such as a home day-care business; and household repair or maintenance, such as roofing, plumbing, masonry, painting, or other similar contracting.

2.3 Domestic Worker. Any individual 18 years of age or older who works in a Private Residence of an individual who is not a Family Member for the purposes of providing Domestic Service to one or more Hiring Entities. A Domestic Worker includes, but is not limited to: an hourly or salaried employee; independent contractor; or full-time, part-time or temporary worker.

2.4 Family Member. As defined in Code § 9-4103(8).

2.5 Hiring Entity. Any individual, partnership, association, corporation, business trust, or combination thereof that is involved in the procurement of Domestic Services from a

Domestic Worker and maintains ongoing control over the Domestic Worker, the Domestic Services provided by the Domestic Worker, or the compensation provided to the Domestic Worker.

2.6 Housekeeping or House Cleaning. Cleaning services, watering plants, running errands, food shopping, or similar tasks, provided in or about a Private Residence.

2.7 Office. The Office of Worker Protections, within the Department of Labor.

2.8 On Duty. Time during which a Domestic Worker is in or about a Private Residence of a Hiring Entity, subject to the control of a Hiring Entity, and not permitted to use the time for their own purposes, including any time the worker is suffered or permitted to work, whether or not required to do so, and any time the worker is not Relieved of Duty because such relief would pose a risk of harm or danger to a child or a sick, elderly or disabled person for whom the Domestic Worker is contractually responsible for providing care.

2.9 Private Residence. A premise owned, rented or leased for temporary or permanent habitation, including, but not limited to, an apartment, house, condominium or Temporary Lodging.

2.10 Referral Agency. An entity that provides information or services in order to facilitate connections between a Hiring Entity and a Domestic Worker but does not itself constitute a Hiring Entity with respect to any particular Domestic Worker.

2.11 Relieved of Duty. With respect to a Domestic Worker who is a party to an ongoing paid workplace relationship with a Hiring Entity: for a temporary period, not required or permitted to perform work duties for, and not subject to any work-related direction, monitoring, surveillance, restrictions, obligations or other conditions, activities or conduct, of such Hiring Entity that a Domestic Worker would reasonably believe restricts their ability to freely use the designated temporary period of time at their own discretion.

2.12 Temporary Lodging. A Private Residence used as a temporary place of abode, including, but not limited to, a hotel, vacation home, or short-term rental.

2.13 Voluntary Disclosure. A statement or assertion made by an individual with full knowledge of its meaning and without pressure, manipulation, or coercion by another.

2.14 Wages. Any salary, benefits or other compensation provided for services performed pursuant to an employment, independent contractor, or other work arrangement.

2.15 Work on a Casual Basis. Work of less than 5 hours per month that occurs over the span of more than one month and is different in nature from the type of paid work in which the Domestic Worker is customarily engaged.

3. Applicability.

3.1 The provisions of these Domestic Worker Bill of Rights Regulations do not apply

to any worker working for an entity that is funded either partially or wholly through public funds, such as a home health care worker while they are paid through public funds.

3.2 Except where expressly indicated otherwise, the provisions of these Domestic Worker Bill of Rights Regulations apply to every Hiring Entity with respect to each Domestic Worker it employs. Where more than one Hiring Entity is involved in the procurement of a Domestic Worker's services, each Hiring Entity may be subject to fines and penalties in connection with violations that it commits.

Example 1 for Paragraph 3.2: Ms. Smith hires Mr. Brown to provide Domestic Services. Mr. Brown brings one or more secondary Domestic Workers. Although Mr. Brown considers himself an independent contractor, Ms. Smith is a Hiring Entity of Mr. Brown as a Domestic Worker. Both Ms. Smith and Mr. Brown are also hiring entities with respect to the secondary Domestic Workers and responsible for complying with the contract requirements in Section 3 and other applicable requirements of Chapter 9-4500 and the Domestic Worker Bill of Rights Regulations.

Example 2 for Paragraph 3.2: Mrs. Cerisier uses DomesticWorker.com to assist in hiring a nanny. DomesticWorker.com is a service that pre-screens candidates for domestic service roles, posts job announcements and applications, and records employer ratings and reviews of individuals hired through the site. Mrs. Cerisier hires Ms. Cherry, a candidate screened by DomesticWorker.com, and pays all costs associated with Ms. Cherry's services directly to DomesticWorker.com, which then pays Ms. Cherry. Mrs. Cerisier is a Hiring Entity of Ms. Cherry. Although DomesticWorker.com facilitated Mrs. Cerisier's connection to Ms. Cherry, it is not a Referral Agency. Instead, it is a Hiring Entity because it maintains ongoing control over Ms. Cherry's compensation.

3.3 Nothing herein shall be construed to limit the rights of any person to redress in court for violation of any term or condition of a contract required by Chapter 9-4500 and these Domestic Worker Bill of Rights Regulations.

4. Requirements for Contract Execution and Notification of Rights.

4.1 A Hiring Entity shall provide a Domestic Worker with the notification of Domestic Worker rights under applicable federal, state and local law that is made available on the Domestic Worker's Bill of Rights Resource Page of the Office's website, regardless of whether a contract is also provided. Translation of the notification shall be provided as necessary and in accordance with Section 4.5.

4.2 A Hiring Entity may not employ a Domestic Worker in any capacity other than

Work on a Casual Basis unless it has entered into a written contract with the Domestic Worker that satisfies the requirements of this Section 4. There is a presumption that Domestic Services do not constitute Work on a Casual Basis, which is rebuttable by the Hiring Entity upon presentation of the following evidence:

4.2.1 Timekeeping or other records demonstrating that the Domestic Worker provides Domestic Services for less than 5 hours per month; and

4.2.2 Voluntary Disclosure by the Domestic Worker to the Hiring Entity that the services performed are different in nature from the type of paid work in which the worker is customarily engaged.

Example 1 for Section 4.2: Ms. Jackson works as an independent contractor providing house cleaning services to dozens of clients in Philadelphia. Dr. Howard seeks to have Ms. Jackson provide cleaning services every other week that would amount to roughly 3 hours of work each month. Most of Ms. Jackson's many clients require more extensive cleaning services.

If Ms. Jackson and Dr. Howard agree to a work arrangement, Dr. Howard would be Ms. Jackson's Hiring Entity, even though Ms. Jackson considers herself an independent contractor. Even though Ms. Jackson would only be working for Dr. Howard 3 hours a month, her services are not Work on a Casual Basis since they are not different in nature from the paid cleaning services she typically provides other clients. Thus, Dr. Howard is required to provide Ms. Jackson with a written contract and notification of her rights pursuant to Section 4.

Example 2 for Section 4.2: Aleem is attending college and is a neighbor of the Tan family. Aleem babysits the Tan family's child every other Friday for 2 hours. Aleem is currently looking for, but has not found, another job, and the money he earns from babysitting is his only source of income. He relies on the money to help with books and school-related expenses. Because babysitting is the only paid work that Aleem is engaged in, it cannot be considered Work on a Casual Basis. The Tan family will need to provide Aleem with a written contract in addition to the notification of Domestic Worker rights issued by the Office.

4.3 The required written contract shall either be in the form of the written contract template, attached as Exhibit A, or otherwise set forth all material terms and conditions of the workplace relationship, including, but not limited to:

4.3.1 Job duties and responsibilities associated with the job, including the regularity of such duties and responsibilities;

4.3.2 Hourly and overtime wages;

4.3.3 Expected weekly schedule, including the number of work hours per week and the process for making scheduling changes;

4.3.4 Manner and frequency of payment;

4.3.5 Meal and rest periods, including any such periods during which the Domestic Worker is required to be On Duty;

4.3.6 Paid and unpaid leave, including sick time;

4.3.7 Paid holidays;

4.3.8 Health or other benefits provided, including, if reasonably known to the Hiring Entity, the amount, type and frequency of any lawful deductions to be taken from the Domestic Worker's pay;

4.3.9 Modes of transportation required and provided;

4.3.10 Value of housing, if provided;

4.3.11 Sleeping period and personal time for "Live-in" Domestic Workers;

4.3.12 Duration of the contract and provisions regarding agreement modification or termination;

4.3.13 Obligation of the Domestic Worker to notify the Hiring Entity before contracting with additional Domestic Workers;

4.3.14 Process for raising and addressing grievances; and

4.3.15 Circumstances under which the Hiring Entity may enter the "Live-in" Domestic Worker's designated living space in such Hiring Entity's premises or residence.

4.4 Prior to execution, a Domestic Worker shall have at least 7 days to review and approve the terms and conditions of the workplace relationship upon receipt of the proposed written contract. Any translation required by Section 4.5 of this Regulation shall be provided before commencement of the review period provided herein.

4.5 A Hiring Entity shall promptly provide translation and/or interpretation in the worker's preferred language to any Domestic Worker in need of language access services in connection with any communication memorializing a material term or condition of the workplace relationship.

4.5.1 Documents requiring translation include, but are not limited to, the notification of rights and written contract required under Chapter 9-4500 and these Domestic Worker Bill of Rights Regulations.

4.5.2 A Hiring Entity shall provide interpretation for all communications with the Domestic Worker about a material term or condition of the workplace relationship, including, but not limited to those set forth in Section 4.3.

4.5.3 A Hiring Entity is deemed to have reasonable notice of a Domestic Worker's need for language access services if the parties are unable to communicate about the terms of the workplace relationship in English without interpretation, translation, or other language support being used by, or provided to, the Domestic Worker. The Hiring Entity bears responsibility for identifying and assessing the language access needs of all employed Domestic Workers.

4.5.4 A Hiring Entity shall provide any translated document required under Chapter 9-4500 and these Domestic Worker Bill of Rights Regulations before commencement of work or, if the Domestic Worker's need for language access services is not known to the Hiring Entity at that time, as soon as the Hiring Entity has reasonable notice of the need for translation services and the relevant documents have been made available.

4.5.4.1 If the required notification of rights is not available on the Office's website in the worker's preferred language, the Hiring Entity shall either request translation from the Office or independently obtain translation.

4.5.4.2 A Hiring Entity shall independently procure translation of all other required documents that are not provided by the Office. A Hiring Entity may independently procure translation from an official translation service, a free online translation site or service, or an existing employee who is fluent and literate in the Domestic Worker's preferred language.

4.6 Modification of, or addition to, any required contract provision shall require execution of a new written contract between the Hiring Entity and Domestic Worker.

4.6.1 A Hiring Entity shall satisfy the agreement termination requirements of Section 6, the contract review provisions of Section 4.4, and the translation and interpretation provisions of Section 4.5 before modifying a contract provision of, or adding a contract provision to, an existing written contract.

4.6.2 The Hiring Entity or a Domestic Worker shall provide two weeks' notice of a contract modification or addition that materially changes the terms of an existing contract in a manner that makes continuation of the workplace relationship no longer feasible for the other party. A Hiring Entity that provides such notice shall satisfy the notification requirements set forth in Chapter 9-4500 and these Domestic Worker Bill of Rights Regulations without any associated liability for severance pay.

4.7 A Referral Agency shall provide information concerning the written contract requirements to each party whenever it connects a Domestic Worker with a Hiring Entity seeking Domestic Services. Such information may take the form of any contract template developed by the Office and made accessible on its publicly available website. Such information shall be provided in English and appropriate translation shall be provided in accordance with Section 4.5.

5. Rest and Meal Periods

5.1 A Hiring Entity shall allow rest and meal periods during which the Domestic Worker is Relieved of Duty, subject to the limitations of Section 5.5. Such periods may not be

taken by the Domestic Worker at the beginning or end of the work shift.

5.2 A Hiring Entity shall allow a rest period of not less than ten minutes for each four consecutive hours worked, compensated at the Domestic Worker's regular rate of pay. The rest period shall be uninterrupted, unless the nature of the work prevents the Domestic Worker from being Relieved of Duty for a continuous 10-minute period and the Domestic Worker agreed in advance in writing to a rest period On Duty. The rest period may not be waived, absent written Voluntary Disclosure by the Domestic Worker.

5.3 A "Live-in" Domestic Worker may not be required to work more than six consecutive days for a Hiring Entity without a 24-hour rest period. Such rest period may be unpaid. The rest period may not be waived unless:

5.3.1 Waiver is permitted by federal, state and local laws;

5.3.2 Waiver of the rest period is specifically set forth in an executed written contract;

5.3.3 The Domestic Worker makes the waiver as a Voluntary Disclosure; and

5.3.4 The waiver can be revoked at any time.

5.4 A Hiring Entity shall allow an unpaid 30-minute meal period after more than five consecutive hours worked, unless a paid meal period is provided to the Domestic Worker, compensated at the regular rate of pay.

5.5 A meal or rest period On Duty shall be paid and may be granted only if:

5.5.1 Permitting the Domestic Worker to be Relieved of Duty would cause harm to an individual under such worker's care;

5.5.2 The parties agree in advance in a written Voluntary Disclosure that the Domestic Worker has been granted a meal or rest period On Duty and can revoke agreement to such meal or rest period On Duty at any time;

5.5.3 The Domestic Worker is afforded a reasonable opportunity to rest, eat, and attend to other personal business during the meal or rest period On Duty;

5.5.4 The Hiring Entity documents each rest period On Duty and the Domestic Worker's opportunity to rest, eat and attend to other personal business during such period.

Example 1 for Section 5.5: Dom works for the Hause family providing care to Mr. Hause’s elderly father. The elder Mr. Hause cannot be left unattended because his health must be monitored at all times. Unless another responsible adult is providing care to the elder Mr. Hause during Dom’s meal period, Dom would be considered On Duty during his meal period because he is required to remain on call and ready to return to work during his meal time. Dom must be compensated for his meal period at his regular rate of pay.

Example 2 for Section 5.5: Dom works for the Hause family providing house cleaning services. The Hause family must allow Dom a meal period during which Dom is Relieved of Duty and free to leave. Dom does not provide personal care services, and relieving Dom of house cleaning duties would not cause harm to an individual under Dom’s care. Therefore, Dom cannot be granted a meal period On Duty instead of an off-duty one.

5.6 A paid meal period On Duty shall be considered work and shall accrue leave time as provided in Code § 9-4104(2).

5.7 Failure to include paid meal or rest periods in a written contract is not a separate violation of Chapter 9-4500 and these Domestic Worker Bill of Rights Regulations if compensation is provided for such periods at the Domestic Worker’s regular rate of pay.

5.8 Any modification to the rest or meal period requirement of this Section 5 shall require a new written contract between the Hiring Entity and Domestic Worker, as provided in Section 4.6.

6. Termination

6.1 A Hiring Entity shall provide written notification setting forth the reason for, and the effective date of, termination prior to ending the workplace relationship with a Domestic Worker. The termination notice shall be translated into the worker’s preferred language when the Hiring Entity has reasonable notice of the Domestic Worker’s need for language access services, as set forth in Section 4.5.

6.2 Written notification shall be provided at least four weeks prior to the effective date of termination for “Live-in” Domestic Workers and at least two weeks prior for all other Domestic Workers. A shorter notification period may be given if the Hiring Entity has a good-faith belief that the Domestic Worker has engaged in Significant Misconduct and such misconduct is documented by the Hiring Entity.

6.3 A Hiring Entity that fails to provide written notification as required by this Section 6 shall be liable for severance pay to the Domestic Worker as provided in Code § 9-4503(4)(c), payable no later than the Domestic Worker’s last day of work.

7. Record Keeping

7.1 A Hiring Entity shall create true, accurate and contemporaneous records documenting compliance with Chapter 9-4500 and these Domestic Worker Bill of Rights Regulations and shall retain such records for a period of three years. If a Hiring Entity has received notice that a complaint has been filed with the Office or in court pursuant to Chapter 9-4500 and these Domestic Worker Bill of Rights Regulations, the Hiring Entity shall maintain all records, including text messages and emails related to the Domestic Worker and the allegations in the complaint, during the pendency of the proceedings, including any appeal.

7.2 The record retention requirements of Section 7.1 shall apply to records including, but not limited to, the records listed in Code § 9-4504(2) and the following:

7.2.1 Assessment of a Domestic Worker's need for language access services;

7.2.2 Provision of needed translation and/or interpretation services; and

7.2.3 Evidence of Significant Misconduct committed by the Domestic Worker.

7.3 Upon written request by the Domestic Worker, a Hiring Entity shall make all requested records available to the Domestic Worker within a time period that is reasonable, not to exceed 15 days.

8. Administration and Enforcement

8.1 The administration and enforcement of these Domestic Worker Bill of Rights Regulations shall be governed by Code § 9-4507, Chapter 9-6600 of The Philadelphia Code, and the Office's Enforcement Regulations.

Exhibit A



Written Contract Template for Nannies

Domestic Worker Bill of Rights • City of Philadelphia

Under Philadelphia Code Chapter 9-4500, there must be a written contract that governs the employment between the hiring entity and the domestic worker. The contract must include the following:

- A specific list of job duties
- Hourly wage and overtime wage
- Weekly schedule including number of hours per week
- The manner and frequency of payment
- Breaks for rest and meals
- Paid or unpaid leave including sick time
- Paid holidays
- Any other benefits provided
- Modes of transportation required and whether provided
- Value of housing if provided
- Sleeping period and personal time for live-in workers
- The term of the contract
- Any additional terms and conditions of employment

The contract must be signed and dated by all parties after ample opportunity to review. The contract must be in English and other preferred languages by the worker. A referral agency must provide domestic workers and hiring entities with information concerning contract requirements as defined by the law. Employers are prohibited from retaliating against employees for exercising their rights. Employers must keep record of this contract in order to demonstrate compliance.

1 Basic Information


This written contract is an agreement between _____ and _____ on the date of _____ with the following terms of agreement:

1.1 The employee will start employment on the date of _____.

- 1.2 Term of Employment:
- Until the date of _____
 - Until either party ends this agreement

1.3 Workplace location:

- 1.4 Type of Position:
- Live in the Employer's home
 - Live outside the Employer's home



The employee is entitled to two weeks notice or two weeks severance pay – or four weeks notice or four weeks severance pay for live in employees.



Written Contract Template for Nannies

Domestic Worker Bill of Rights • City of Philadelphia

2 Job Duties

For the position of _____, the duties include:
Job Title

2.1 Childcare

- Assist with bathing
- Assist with dressing
- Assist with toileting
- Provide emotional support
- Facilitate naps
- Research, plan, and participate in enrichment activities, including:

2.2 Transportation

- Provide transportation to and from: _____
- Other tasks, including: _____

2.3 Household Support Tasks Related to Childcare

- Plan meals for child(ren)
- Prepare meals for child(ren)
- Shop for groceries for child(ren)'s meals, including: _____
- _____
- Child(ren)'s laundry, including: _____
- Light cleaning, including: _____
- Other tasks, including: _____

2.4 Other Duties:

2.5 Individual(s) receiving nanny services:

Full Name	Age	Emergency Contact




Written Contract Template for Nannies

Domestic Worker Bill of Rights • City of Philadelphia

3 Work Schedule

		START TIME	END TIME
	Sunday		
	Monday		
	Tuesday		
	Wednesday		
	Thursday		
	Friday		
	Saturday		
		NUMBER OF HOURS PER WEEK:	


Employers must provide live-in employee with 1 day off after 6 consecutive days of work.

4 Compensation

4.1 Employer agrees that Employee shall be paid at the following rates:

Hourly rate of pay per hour for non-overtime hours: \$ _____

Overtime rate of pay per hour for every hour: \$ _____

4.2 Payment by:

Cash Check Direct deposit

Other form of payment: _____

4.3 Employee will be paid every _____
day/week/etc.

4.4 The following will be paid holidays at _____
rate of pay

4.5 Additional compensation includes:


Must be at least the highest applicable local, state, or federal minimum wage



Written Contract Template for Nannies

Domestic Worker Bill of Rights • City of Philadelphia

5 Benefits

5.1 Paid Leave Time



Employer must provide employees with paid and unpaid leave time as defined by the law. Employee will accrue at least 1 hour for every 40 hours worked and capped at 40 hours earned per calendar year.

Live-in employees will accrue time only for on-duty hours. Employer must inform employees of this right and track accrual and use. Employee may use their paid or unpaid leave for health reasons and preventative care, to care for oneself or a family member, or to replace lost work time.

5.2 Employer shall provide the following additional benefit(s) to Employee:

- Health insurance
- Dental insurance
- Transportation allowance
- Retirement plan contributions
- Reimbursement for health insurance premiums

5.3 Additional Benefits:

6 Modes of Transportation

What modes of transportation will be used by employee? Which ones are provided by the employer?



Written Contract Template for Nannies

Domestic Worker Bill of Rights • City of Philadelphia

7 Breaks for rests and meals

Employer will provide breaks in accordance with the law defined below.

The hiring entity shall allow the domestic worker an uninterrupted paid rest-period of not less than ten minutes for each four consecutive hours worked, unless the below “on-duty” exception applies. The hiring entity shall pay the domestic worker for the time spent on a rest break at the domestic worker’s regular rate of pay.

The hiring entity shall allow an uninterrupted 30-minute meal break after more than five consecutive hours worked, unless the below “on-duty” exception applies. The domestic worker shall be relieved of all work duties and permitted to leave the work site during such 30-minute period. Such meal period may be unpaid.



“On-Duty” Exception. An “on-duty” rest or meal period may be permitted if: (1) the nature of the work prevents a domestic worker from being relieved of all duties during a rest or meal period, such as caring for a child or a sick, elderly or disabled person who cannot be left unattended because of the nature of their caretaking needs; and (2) the “on-duty” rest or meal period was agreed upon in advance in writing by the domestic worker.

- Such agreement may be revoked by the domestic worker, in writing, at any time.
- An “on-duty” rest or meal period shall be paid at the domestic worker’s regular rate of pay.
- The domestic worker may, to the extent possible given their duties for the hiring entity, engage in personal activities, such as resting, eating a meal, drinking a beverage, making a personal telephone call, or making other personal choices during an “on-duty” rest or meal period.

For a violation of the above requirements, as set out in Phila. Code Section 9-4503(2), the hiring entity shall be liable for presumed damages as set forth in Phila. Code Section 9-4507(4)(b), which sets the minimum amount of presumed damages at one additional hour of pay at the domestic worker’s regular rate of compensation for each workday that a violation occurred.

8 Live-in terms (skip this section if live-out position)

A “live-in” domestic worker shall not be required to work more than six consecutive days for a hiring entity without a 24-hour period of rest, which may be unpaid.

8.1 **Sleeping period** from _____ until _____.

8.2 **Personal time** from _____ until _____.

8.3 **Value of housing:** _____ per month

8.4 **Additional live-in terms:**





Written Contract Template for Nannies

Domestic Worker Bill of Rights • City of Philadelphia

9 Evaluations and Raises

9.1 Employer will evaluate employee's performance every _____ *period of time*.

9.2 Employer may elect to provide a raise of _____ every _____ *period of time*.

10 Raising and addressing grievances

Employee and employer will use the process below to raise and address grievances. Communication about grievances will happen in written form.

11 Additional terms and conditions of employment



Written Contract Template for Nannies

Domestic Worker Bill of Rights • City of Philadelphia

12

Signatures

The undersigned parties were given ample opportunity to review and agree to the terms within this agreement.

Employee name

Employee Signature

Date

Employer name

Employer Signature

Date



The Office of Worker Protections (OWP) answers questions and takes complaints about Philly’s labor laws. Our staff will never ask about immigration status. Retaliation is illegal.

Learn more and download a copy of this contract in multiple languages at: phila.gov/domestic-work





DOMESTIC WORKER BILL OF RIGHTS

The Domestic Worker Bill of Rights requires employers of domestic workers to provide their employees with a contract, and other protections. This includes...

- Two weeks notice of termination or severance pay
- Four weeks notice of termination or severance pay for live-in workers
- Employers must provide a written contract to employees no later than the first day of work
- A day off after six straight days of work for live-in workers
- Right to meal and rest breaks
- Protection from discrimination under the Philly Human Relations Commission
- Paid leave time

Who is covered?

Domestic workers include nannies, house cleaners, caregivers, and others who provide services in the home.

Learn More

EMPLOYERS

Request compliance assistance by contacting the Office of Worker Protections.

EMPLOYEES

File a complaint by contacting the Office of Worker Protections or file a lawsuit in Court.



RETALIATION BY EMPLOYERS IS ILLEGAL.





Written Contract Template for Housecleaners

Domestic Worker Bill of Rights • City of Philadelphia

Under Philadelphia Code Chapter 9-4500, there must be a written contract that governs the employment between the hiring entity and the domestic worker. The contract must include the following:

- A specific list of job duties
- Hourly wage and overtime wage
- Weekly schedule including number of hours per week
- The manner and frequency of payment
- Breaks for rest and meals
- Paid or unpaid leave including sick time
- Paid holidays
- Any other benefits provided
- Modes of transportation required and whether provided
- Value of housing if provided
- Sleeping period and personal time for live-in workers
- The term of the contract
- Any additional terms and conditions of employment

The contract must be signed and dated by all parties after ample opportunity to review. The contract must be in English and other preferred languages by the worker. A referral agency must provide domestic workers and hiring entities with information concerning contract requirements as defined by the law. Employers are prohibited from retaliating against employees for exercising their rights. Employers must keep record of this contract in order to demonstrate compliance.

1 Basic Information


This written contract is an agreement between _____ and _____ on the date of _____ with the following terms of agreement:

1.1 The employee will start employment on the date of _____.

- 1.2 Term of Employment:
- Until the date of _____
 - Until either party ends this agreement

1.3 Workplace location:

- 1.4 Type of Position:
- Live in the Employer's home
 - Live outside the Employer's home



The employee is entitled to two weeks notice or two weeks severance pay – or four weeks notice or four weeks severance pay for live in employees.



Written Contract Template for Housecleaners

Domestic Worker Bill of Rights • City of Philadelphia

2 Job Duties

For the position of _____, the duties include:
Job Title

2.1 Cleaning

- Vacuum
- Wash dishes
- Replace towels
- Clean the kitchen, including:
- Dust
- Clean windows
- Make beds
- Mop
- Change bed sheets
- Take out trash and recycling

- Clean the bathroom(s), including:

- Clean the garage, including:

2.2 Yard Work

- Yard work, including: _____

2.3 Household Support

- Wash, dry, fold and put away laundry

- Cooking, including: _____

- Household shopping, including: _____

2.4 Other Duties:




Written Contract Template for Housecleaners

Domestic Worker Bill of Rights • City of Philadelphia

3 Work Schedule

		START TIME	END TIME
	Sunday		
	Monday		
	Tuesday		
	Wednesday		
	Thursday		
	Friday		
	Saturday		
		NUMBER OF HOURS PER WEEK:	


Employers must provide live-in employee with 1 day off after 6 consecutive days of work.

4 Compensation

4.1 Employer agrees that Employee shall be paid at the following rates:

Hourly rate of pay per hour for non-overtime hours: \$ _____

Overtime rate of pay per hour for every hour: \$ _____

4.2 Payment by:

- Cash Check Direct deposit
- Other form of payment: _____

4.3 Employee will be paid every _____ *day/week/etc.*

4.4 The following will be paid holidays at _____ *rate of pay*

4.5 Additional compensation includes:


Must be at least the highest applicable local, state, or federal minimum wage



Written Contract Template for Housecleaners

Domestic Worker Bill of Rights • City of Philadelphia

5 Benefits

5.1 Paid Leave Time



Employer must provide employees with paid and unpaid leave time as defined by the law. Employee will accrue at least 1 hour for every 40 hours worked and capped at 40 hours earned per calendar year.

Live-in employees will accrue time only for on-duty hours. Employer must inform employees of this right and track accrual and use. Employee may use their paid or unpaid leave for health reasons and preventative care, to care for oneself or a family member, or to replace lost work time.

5.2 Employer shall provide the following additional benefit(s) to Employee:

- Health insurance
- Dental insurance
- Transportation allowance
- Retirement plan contributions
- Reimbursement for health insurance premiums

5.3 Additional Benefits:

6 Modes of Transportation

What modes of transportation will be used by employee? Which ones are provided by the employer?



Written Contract Template for Housecleaners

Domestic Worker Bill of Rights • City of Philadelphia

7 Breaks for rests and meals

Employer will provide breaks in accordance with the law defined below.

The hiring entity shall allow the domestic worker an uninterrupted paid rest-period of not less than ten minutes for each four consecutive hours worked, unless the below “on-duty” exception applies. The hiring entity shall pay the domestic worker for the time spent on a rest break at the domestic worker’s regular rate of pay.

The hiring entity shall allow an uninterrupted 30-minute meal break after more than five consecutive hours worked, unless the below “on-duty” exception applies. The domestic worker shall be relieved of all work duties and permitted to leave the work site during such 30-minute period. Such meal period may be unpaid.



“On-Duty” Exception. An “on-duty” rest or meal period may be permitted if: (1) the nature of the work prevents a domestic worker from being relieved of all duties during a rest or meal period, such as caring for a child or a sick, elderly or disabled person who cannot be left unattended because of the nature of their caretaking needs; and (2) the “on-duty” rest or meal period was agreed upon in advance in writing by the domestic worker.

- Such agreement may be revoked by the domestic worker, in writing, at any time.
- An “on-duty” rest or meal period shall be paid at the domestic worker’s regular rate of pay.
- The domestic worker may, to the extent possible given their duties for the hiring entity, engage in personal activities, such as resting, eating a meal, drinking a beverage, making a personal telephone call, or making other personal choices during an “on-duty” rest or meal period.

For a violation of the above requirements, as set out in Phila. Code Section 9-4503(2), the hiring entity shall be liable for presumed damages as set forth in Phila. Code Section 9-4507(4)(b), which sets the minimum amount of presumed damages at one additional hour of pay at the domestic worker’s regular rate of compensation for each workday that a violation occurred.

8 Live-in terms (skip this section if live-out position)

A “live-in” domestic worker shall not be required to work more than six consecutive days for a hiring entity without a 24-hour period of rest, which may be unpaid.

8.1 **Sleeping period** from _____ until _____.

8.2 **Personal time** from _____ until _____.

8.3 **Value of housing:** _____ per month

8.4 **Additional live-in terms:**





Written Contract Template for Housecleaners

Domestic Worker Bill of Rights • City of Philadelphia

9 Evaluations and Raises

9.1 Employer will evaluate employee's performance every _____.

period of time

9.2 Employer may elect to provide a raise of _____ every _____.

period of time

10 Raising and addressing grievances

Employee and employer will use the process below to raise and address grievances. Communication about grievances will happen in written form.

11 Additional terms and conditions of employment



Written Contract Template for Housecleaners

Domestic Worker Bill of Rights • City of Philadelphia

12 Signatures

The undersigned parties were given ample opportunity to review and agree to the terms within this agreement.

Employee name

Employee Signature

Date

Employer name

Employer Signature

Date



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Learn more and download a copy of this contract in multiple languages at: phila.gov/domestic-work





DOMESTIC WORKER BILL OF RIGHTS

The Domestic Worker Bill of Rights requires employers of domestic workers to provide their employees with a contract, and other protections. This includes...

- Two weeks notice of termination or severance pay
- Four weeks notice of termination or severance pay for live-in workers
- Employers must provide a written contract to employees no later than the first day of work
- A day off after six straight days of work for live-in workers
- Right to meal and rest breaks
- Protection from discrimination under the Philly Human Relations Commission
- Paid leave time

Who is covered?

Domestic workers include nannies, house cleaners, caregivers, and others who provide services in the home.

Learn More

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Written Contract Template for Home Care Workers

Domestic Worker Bill of Rights • City of Philadelphia

Under Philadelphia Code Chapter 9-4500, there must be a written contract that governs the employment between the hiring entity and the domestic worker. The contract must include the following:

- A specific list of job duties
- Hourly wage and overtime wage
- Weekly schedule including number of hours per week
- The manner and frequency of payment
- Breaks for rest and meals
- Paid or unpaid leave including sick time
- Paid holidays
- Any other benefits provided
- Modes of transportation required and whether provided
- Value of housing if provided
- Sleeping period and personal time for live-in workers
- The term of the contract
- Any additional terms and conditions of employment

The contract must be signed and dated by all parties after ample opportunity to review. The contract must be in English and other preferred languages by the worker. A referral agency must provide domestic workers and hiring entities with information concerning contract requirements as defined by the law. Employers are prohibited from retaliating against employees for exercising their rights. Employers must keep record of this contract in order to demonstrate compliance.

1 Basic Information

This written contract is an agreement between _____ and _____ on the date of _____ with the following terms of agreement:

1.1 The employee will start employment on the date of _____.

1.2 Term of Employment:
 Until the date of _____
 Until either party ends this agreement

1.3 Workplace location:

1.4 Type of Position:
 Live in the Employer's home Live outside the Employer's home

The employee is entitled to two weeks notice or two weeks severance pay – or four weeks notice or four weeks severance pay for live in employees.



Written Contract Template for Home Care Workers

Domestic Worker Bill of Rights • City of Philadelphia

2 Job Duties

For the position of _____, the duties include:
Job Title

2.1 Personal and Health Care

- Assist with walking Assist with bathing Assist with dressing/undressing
- Assist with grooming Assist with toileting Provide bowel and bladder care
- Provide diapering Assist with exercising Assist with or administer medication
- Other tasks, including: _____

2.2 Household Support

- Prepare meals Assist with feeding Clean dishes and kitchen
- Shop for groceries Change bed sheets Coordinate transportation
- Run errands Wash, dry, fold, and put away laundry
- Provide transportation to/from: _____
- Light cleaning, including: _____
- Pet care, including: _____
- Other tasks, including: _____

2.3 Companionship and Support

- Companionship and conversation Appointment and activity scheduling
- Go for walks or spend time outdoors
- Social engagement, including: _____

2.4 Other Duties:

2.5 Individual(s) receiving care services:

Full Name	Age	Emergency Contact




Written Contract Template for Home Care Workers

Domestic Worker Bill of Rights • City of Philadelphia

3 Work Schedule

		START TIME	END TIME
	Sunday		
	Monday		
	Tuesday		
	Wednesday		
	Thursday		
	Friday		
	Saturday		
		NUMBER OF HOURS PER WEEK:	


Employers must provide live-in employee with 1 day off after 6 consecutive days of work.

4 Compensation

4.1 Employer agrees that Employee shall be paid at the following rates:

Hourly rate of pay per hour for non-overtime hours: \$ _____

Overtime rate of pay per hour for every hour: \$ _____

4.2 Payment by:

Cash Check Direct deposit

Other form of payment: _____

4.3 Employee will be paid every _____
day/week/etc.

4.4 The following will be paid holidays at _____
rate of pay

4.5 Additional compensation includes:


Must be at least the highest applicable local, state, or federal minimum wage



Written Contract Template for Home Care Workers

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5 Benefits

5.1 Paid Leave Time



Employer must provide employees with paid and unpaid leave time as defined by the law. Employee will accrue at least 1 hour for every 40 hours worked and capped at 40 hours earned per calendar year.

Live-in employees will accrue time only for on-duty hours. Employer must inform employees of this right and track accrual and use. Employee may use their paid or unpaid leave for health reasons and preventative care, to care for oneself or a family member, or to replace lost work time.

5.2 Employer shall provide the following additional benefit(s) to Employee:

- Health insurance
- Dental insurance
- Transportation allowance
- Retirement plan contributions
- Reimbursement for health insurance premiums

5.3 Additional Benefits:

6 Modes of Transportation

What modes of transportation will be used by employee? Which ones are provided by the employer?





Written Contract Template for Home Care Workers

Domestic Worker Bill of Rights • City of Philadelphia

7 Breaks for rests and meals

Employer will provide breaks in accordance with the law defined below.

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Employee name

Employee Signature

Date

Employer name

Employer Signature

Date



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