

Domestic Worker Bill of Rights Written Contract

Domestic Worker Bill of Rights requirements:

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.

This written contract is an agreement between _____ and
Employer name

_____ on the date of _____
Employee name *Date*

with the following terms of employment:

1) The employee will start employment on the date of _____ .
Hire date

2) The term of employment:

☐ Until the date of _____ ☐ Until either party ends this agreement
Last day date

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.

Employers must keep record of this contract in order to demonstrate compliance.

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3) Workplace location:

Address

4) This position is a:

☐ Live in the employers home

☐ Live out of the employers home

5) Job duties for the following position of _____ include:

Job title

☐ Cooking

☐ Taking out trash/ recycling

☐ Cleaning

☐ Bathrooms, # _____

☐ Vacuuming

☐ Bedrooms. # _____

☐ Dishwashing

☐ Laundry

Caretaker:

☐ Yes

☐ No

Describe caretaking duties:

☐ Other Duties:

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6) Work Schedule: # of hours per week: _____

<input type="checkbox"/> Sunday	Start time: _____	End Time: _____
<input type="checkbox"/> Monday	Start time: _____	End Time: _____
<input type="checkbox"/> Tuesday	Start time: _____	End Time: _____
<input type="checkbox"/> Wednesday	Start time: _____	End Time: _____
<input type="checkbox"/> Thursday	Start time: _____	End Time: _____
<input type="checkbox"/> Friday	Start time: _____	End Time: _____
Saturday	Start time: _____	End Time: _____

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

7) Compensation

Hourly wage: _____ Overtime wage: _____

Payment will be every _____ on _____ by _____.
Day/ week/ biweekly /etc Day of payment Type of payment

Employer can choose to provide a raise: _____% every _____.
Date

The following will be paid holidays at _____ :
Rate of pay

Additional compensation includes:

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8) Benefits

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.

Additional benefits:

9) Modes of transportation required and whether provided:

10) Live-in terms:

Sleeping period: From: _____ Until: _____

☐ Paid _____
Wage per hour

☐ Unpaid

Personal time: From: _____ Until: _____

Value of housing: _____ / month

Additional:

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11) Breaks for rests and meals

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

9-4503 (2)

- (a) 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 nature of the work prevents the domestic worker from being relieved of all duties for such period of time, such as some types of child care and caretaker work for a sick, elderly or disabled person. 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.
- (b) The hiring entity shall allow an uninterrupted 30-minute meal break after more than five consecutive hours worked. Unless the domestic worker is relieved of all work duties during such 30-minute period, the meal period shall be considered an "on-duty" meal period and shall be paid at the domestic worker's 1164.2 regular rate of pay.
- (i) An "on-duty" meal period shall be permitted only when the nature of the work prevents a domestic worker from being relieved of all duties and when, by written agreement between the parties, an "on-duty" meal period is agreed to. Such agreement may be revoked by the domestic worker, in writing, at any time.
- (c) The hiring entity shall not impede or discourage a domestic worker from taking such meal or rest breaks.
- (d) Failure to allow a meal or rest period in accordance with this subsection 9-4503(2) shall entitle the domestic worker to one additional hour of pay at the domestic worker's regular rate of compensation for each workday that the meal or rest period was not provided. Payment of this extra pay shall not excuse non-compliance with this subsection.

Additional terms and conditions of employment:

Signatures:

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

<hr/> <i>Employee Name</i>	<hr/> <i>Date</i>
<hr/> <i>Employee Signature</i>	
<hr/> <i>Employer Name</i>	<hr/> <i>Date</i>
<hr/> <i>Employer Signature</i>	

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