

# Domestic Worker Bill of Rights Written Contract

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.

## Contract agreement parties, term, and location

This written contract is an agreement between \_\_\_\_\_ and  
*employer name*

\_\_\_\_\_ on the date of \_\_\_\_\_ with the  
*employee name* *date*

following terms of agreement:

1) The employee will start employment on the date of \_\_\_\_\_ .  
*hire date*

2) Term of employment:

Until the date of \_\_\_\_\_  
*last day date*

Until either party ends this agreement

***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.***

3) Workplace location:

\_\_\_\_\_  
*address*

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**Type of position**

Live in the employer's home

Live outside the employer's home

**Job position and duties**

For the position of \_\_\_\_\_, the duties include:  
*job title*

Cooking

Taking trash/recycling out

Cleaning

Bathrooms, # \_\_\_\_\_

Vacuuming

Bedrooms, # \_\_\_\_\_

Dishwashing

Laundry

Is this a caretaker position?  Yes

No

If yes, describe caretaking duties:

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Other duties:

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## Work Schedule

# of hours per week: \_\_\_\_\_

- Sunday      Start time: \_\_\_\_\_      End time: \_\_\_\_\_
- Monday      Start time: \_\_\_\_\_      End time: \_\_\_\_\_
- Tuesday      Start time: \_\_\_\_\_      End time: \_\_\_\_\_
- Wednesday      Start time: \_\_\_\_\_      End time: \_\_\_\_\_
- Thursday      Start time: \_\_\_\_\_      End time: \_\_\_\_\_
- 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.***

## Compensation

Hourly wage: \_\_\_\_\_      Overtime wage: \_\_\_\_\_

Employee will be paid every \_\_\_\_\_ on \_\_\_\_\_ by \_\_\_\_\_  
*day/week/etc.      day of payment      type of payment*

The following will be paid holidays at \_\_\_\_\_ :  
*rate of pay*

\_\_\_\_\_

\_\_\_\_\_

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Additional compensation includes:

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<b>Benefits</b>
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Sick leave:

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.

List any additional benefits below (i.e. insurance, worker's comp, vacation, etc.):

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## 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. The hiring entity shall not impede or discourage a domestic worker from taking such meal or rest breaks.

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.

## Modes of transportation

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

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

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For more information contact our office at DomesticWork@phila.gov or call 215.686.0802

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

Sleeping period: from: \_\_\_\_\_ until: \_\_\_\_\_

Paid \_\_\_\_\_  
*wage per hour*

Unpaid

Personal time: from: \_\_\_\_\_ until: \_\_\_\_\_

Value of housing: \_\_\_\_\_ / month

Additional live-in terms:

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## Evaluations and raises

Employer will evaluate employee's performance every \_\_\_\_\_ .  
*period of time*

Employer may elect to provide a raise of \_\_\_\_\_ % every \_\_\_\_\_ .  
*period of time*

## 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.

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Additional terms and conditions of employment

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## Signatures

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

\_\_\_\_\_  
*employee name*

\_\_\_\_\_  
*date*

\_\_\_\_\_  
*employee signature*

\_\_\_\_\_  
*employer name*

\_\_\_\_\_  
*date*

\_\_\_\_\_  
*employer signature*