

Domestic Worker Employment Agreement

The Employer and Domestic Worker should negotiate the terms of the agreement to best suit both parties.

This agreement is entered into between _____ (“Employer”) and
_____ (“Domestic Worker”) on _____ (date).

1. Beginning date of employment:

2. Employment length: ?

Until either party terminates the agreement.

For a fixed term:

_____ # of Month(s) Year(s) Other: _____

3. Position Title:

4. Supervisor Name:

Contact Information:

5. Location of Employment (address):

6. Employer’s Address:

7. Work Responsibilities (check all that apply and, if applicable, describe nature):

Housekeeping

House cleaning ?

Home management ?

Childcare and nanny services

Description of child(ren) (number of children, name, age, gender, etc.):

Description of duties related to care of child(ren):

Adult care, including sick, convalescing, and elderly individuals

Description of adult(s) (number of adult(s), name, age, gender, etc.):

Description of duties related to care of adult(s):

Cooking:

Laundering ?

Home companion services:

Pet care:

Other: _____

8. Work Schedule: Domestic Worker will work the following days and hours:

- Sunday Start Time: am/pm End Time: am/pm
- Monday Start Time: am/pm End Time: am/pm
- Tuesday Start Time: am/pm End Time: am/pm
- Wednesday Start Time: am/pm End Time: am/pm
- Thursday Start Time: am/pm End Time: am/pm
- Friday Start Time: am/pm End Time: am/pm
- Saturday Start Time: am/pm End Time: am/pm

9. Rest and Breaks: Domestic Worker will receive the following:

- Days off (specify) _____
- Workday meal and rest breaks
- _____ min. _____ times a day Paid Unpaid
- _____ min. _____ times a day Paid Unpaid
- Sleeping period (specify) _____ Paid Unpaid Other:
- _____

10. Compensation

- Regular rate of pay is \$ _____ per hour.

Overtime rate of pay is \$ _____ per hour for every hour (or fraction thereof) worked over 40 per week.

The regular day(s) of pay will be every _____

- Domestic Worker will be entitled to a _____ % raise every year.

- Domestic Worker will receive additional compensation of _____ for the following (e.g., added duties, additional multilingual skills, travel, additions to Employer's household): _____

- Domestic Worker will receive the following additional benefit(s) (e.g., transportation or reimbursement for transportation, health insurance or reimbursement for health insurance premiums, etc.): _____

11. Wage Deductions:

Employer will make the following deductions from Domestic Worker's wages:

State income tax withholding

Federal income tax withholding

Social Security/Medicare

Other (specify the purpose, retirement, etc. frequency, and amount of the deductions):

12. Leave Policies

Domestic Worker will receive the following paid leave, specify quantity, accrual method, allowable purposes, notice requirements, carryover, and any other conditions:

Paid Sick Leave: _____

Paid Vacation Leave:

Paid Parental Leave: _____

Paid Holidays: *(Note if the Domestic Worker will receive holiday premium pay)*

13. Living Accommodations

Domestic Worker will live in the following accommodations provided by

Employer:

Employer's home (address and description of living quarters):

Other location (address and description of living quarters):

Employer requires that Domestic Worker reside at this location.

Employer will not enter Domestic Worker's designated living quarters except under these conditions:

Domestic Worker will have the following opportunity to access telephone and internet services on premises:

14. Termination or Severance of Employment

- Employer will inform Domestic Worker at least _____ weeks in advance of termination and
- Domestic Worker will receive _____ weeks of pay severance, unless termination is for cause.
- If Domestic Worker resides in Employer's household and Employer terminates employment, Employer must provide written notice and either 30 days of lodging, either on-site or off-site
- Domestic Worker will inform Employer at least _____ weeks in advance when terminating this employment.

The following shall constitute cause for termination (not an exhaustive list): _____

15. Evaluations:

A written evaluation of work performance will be performed on the following basis: _____

16. Raising and Addressing Grievances

Employer and Domestic Worker will use the following process to raise and address grievances:

17. Workers' Compensation

If Domestic Worker is injured on the job, Domestic Worker may be eligible to collect workers' compensation benefits.

18. Signatures to the Agreement

The undersigned parties have reviewed and voluntarily agree to abide by the terms set out in this agreement.

Employer's Printed Name Signature Date

Domestic Worker's Printed Name Signature Date

Signature of additional household employers, the obligations of the Domestic Worker to this employer are outlined in the document (if Domestic Worker is hired to perform shared services, for example a nanny share).

Shared Services Employer's Printed Name Signature

Date

Acknowledgement of Receipt of Written Employment Agreement

I, _____, acknowledge that I have received a copy of the employment agreement with _____ dated _____.

Domestic Worker's Printed Name

Signature

Date