

**MEMORANDUM**

September 25, 2012

TO: Health and Human Services Committee

FROM: Robert H. Drummer, Senior Legislative Attorney  
Amanda Mihill, Legislative Attorney *A. Mihill*

SUBJECT: **Worksession:** Review – Enforcement of domestic workers law

**Expected Attendees:** Eric Friedman, Director of the Office of Consumer Protection  
Lorena Bailey, Office of Consumer Protection

Bill 2-08, Consumer Protection – Domestic Workers – Employment Contracts, sponsored by Councilmembers Elrich and Leventhal, was enacted by the Council on July 15, 2008 and signed into law by the Executive on July 22, 2008. See ©1. The law took effect on January 18, 2009.

Bill 2-08 requires an employer of certain domestic workers located in the County to sign a written contract specifying the terms and conditions of employment. The Bill also requires the employer to give the domestic worker written notice of the legal rights guaranteed under State law. Although the Bill requires the contract to contain provisions describing the terms and conditions of employment, it does not mandate any term or condition. This Bill requires the Office of Consumer Protection to draft a model employment contract, investigate complaints, and generally enforce the law. The Bill also requires employers to provide most live-in domestic workers with a private sleeping room with a lock and reasonable access to a kitchen, bathroom, and laundry facility. Complaints concerning living accommodations are handled by the Department of Housing and Community Affairs. A complaint alleging a discriminatory employment practice must be referred to the Office of Human Rights.

**Background**

The Council Committee on Health and Human Services sponsored a study in 2006 to examine the working conditions of domestic workers in the County. The authors of the study were George Washington University Master of Public Policy candidates. The report, *Working Conditions of Domestic Workers in Montgomery County, Maryland* is available on the County website at:  
[http://www6.montgomerycountymd.gov/content/council/pdf/REPORTS/domestic\\_workers.pdf](http://www6.montgomerycountymd.gov/content/council/pdf/REPORTS/domestic_workers.pdf)  
The authors conducted a County-wide survey of 286 domestic workers who work in the County. Some of the key findings from the survey of these workers were:

## Demographics

- 73% spoke Spanish as their primary language.
- 56% did not speak English.
- 28% worked as nannies.
- 44% worked as housekeepers.
- 35% lived in Silver Spring and 21% worked in Silver Spring.

## Working Conditions for Live-ins

- The mean hourly wage was \$6.29.
- 51% earned less than the \$6.15 minimum hourly wage in Maryland.
- The average work week was 58 hours.
- 75% did not receive overtime pay.
- 38% reported some type of health insurance.
- 40% received paid sick time.
- 57% received paid vacation.
- 46% had written employment contracts.

## Working Conditions for Live-outs.

- 87% earned minimum wage or higher.
- 38% earned \$10.50 or more.
- The average work week was 39 hours.
- 82% did not receive overtime pay.
- 16% reported some type of health insurance.
- 20% received paid vacation.
- 15% received paid sick time.
- 16% had written employment contracts.

## General Satisfaction

- On a scale of 1 (very bad) to 10 (very well), 87% ranked their employers 5 or higher.
- 21% ranked their employer as a 10.

## Enforcement

The Office of Consumer Protection (OCP) drafted a model contract in collaboration with Casa de Maryland (Casa) that is available on their website. A copy of the model contract is at ©10-14. OCP has a separate page on their website that explains the law and provides resources for domestic workers and their employers. Although OCP has had 8,604 visits to this web page and 1,687 visits to the model contract page, OCP has received only 1 formal complaint under the law since it was enacted. In August 2010, OCP issued civil citations against the employer relating to this complaint. The employer pleaded guilty, paid a fine, and received an Abatement Order. An OCP update on enforcement of the law is at ©15.

This packet contains:

Bill 2-08  
Model Contract  
OCP Update

Circle #

1  
10  
15

Bill No. 2-08  
Concerning: Consumer Protection –  
Domestic Workers – Employment  
Contracts  
Revised: 7-15-08 Draft No. 16  
Introduced: January 29, 2008  
Enacted: July 15, 2008  
Executive: July 22, 2008  
Effective: January 18, 2009  
Sunset Date: None  
Ch. 27, Laws of Mont. Co. 2008

## COUNTY COUNCIL FOR MONTGOMERY COUNTY, MARYLAND

By: Councilmembers Elrich and Leventhal

**AN ACT** to:

- (1) require an employer of certain domestic workers located in the County to sign a written contract which specifies the terms and conditions of employment;
- (2) authorize a domestic worker to file a complaint with the Office of Consumer Protection if an employer does not comply with this requirement; and
- (3) generally amend the County law regarding consumer protection, employment, and domestic workers.

By adding

Montgomery County Code  
Chapter 11, Consumer Protection  
Section 11-4B

By amending

Montgomery County Code  
Chapter 11, Consumer Protection  
Section 11-6

<b>Boldface</b>	<i>Heading or defined term.</i>
<u>Underlining</u>	<i>Added to existing law by original bill.</i>
[Single boldface brackets]	<i>Deleted from existing law by original bill.</i>
<u>Double underlining</u>	<i>Added by amendment.</i>
[[Double boldface brackets]]	<i>Deleted from existing law or the bill by amendment.</i>
* * *	<i>Existing law unaffected by bill.</i>

*The County Council for Montgomery County, Maryland approves the following Act:*

1           **Sec. 1. Section 11-4B is added as follows:**

2    **11-4B. Domestic Workers – Written Employment Contracts.**

3           (a) Legislative findings.

4           (1) Domestic workers are entitled to legal protections under State  
5           employment laws including, but not limited to:

6            (A) minimum wage;

7            (B) payment for all hours worked;

8            (C) payment of wages in United States dollars twice per  
9            month;

10           (D) overtime pay of 1.5 times the regular wage rate for hours  
11           worked in excess of 40 hours per week; and

12           (E) worker's compensation.

13           (2) The County Council Committee on Health and Human Services  
14           sponsored a study of domestic workers in the County which was  
15           released on May 10, 2006. The study found that:

16           (A) domestic workers in the County have limited access to  
17           information concerning the legal protections available to  
18           them;

19           (B) many domestic workers in the County are paid less than  
20           the minimum wage;

21           (C) many domestic workers in the County do not receive  
22           overtime pay for work in excess of 40 hours per week;

23           (D) few domestic workers in the County have written  
24           employment contracts setting forth the terms and  
25           conditions of their employment;

26           (E) domestic workers in the County who live in their  
27           employer's residence are generally paid less and work

28 longer hours than domestic workers who do not live at  
 29 their employer's residence; and

30 (F) domestic workers in the County are often isolated and  
 31 unable to experience the peer to peer networking that is  
 32 necessary for organized labor movements.

33 (3) The Council finds that legislation is needed to ensure that  
 34 domestic workers in the County receive the legal protections they  
 35 are entitled to under State law, as well as the right to a written  
 36 employment contract governing the terms and conditions of  
 37 employment.

38 (b) Definitions. In this Section, the following words have the meaning  
 39 indicated:

40 Au pair means an individual who performs childcare services pursuant  
 41 to the program administered by the State Department of the United  
 42 States in a private home of the person by whom she is employed.

43 Disclosure statement means a document confirming that:

44 (1) an employer presented a written employment contract signed by  
 45 the employer to a domestic worker after offering to negotiate the  
 46 terms and conditions of employment; and

47 (2) the worker voluntarily chose not to sign the contract.

48 Domestic service means, when primarily performed in a home of a  
 49 recipient of the service[[, or in connection with work that is primarily  
 50 performed in a home,]] located in the County:

51 (1) caring for a child;

52 (2) serving as a companion to a sick, convalescing, disabled, or  
 53 elderly individual;

54 (3) housekeeping;

- 55           (4) cooking;
- 56           (5) cleaning; or
- 57           (6) laundry; [[or
- 58           (7) any other work which would traditionally be done by members of
- 59                 a household without pay.]]

60           Domestic worker means an individual who performs domestic service  
 61           for wages in the County. Domestic worker does not include:

- 62           (1) a registered nurse, licensed practical nurse, or certified nursing
- 63                 assistant who is licensed or certified by the Maryland Board of
- 64                 Nursing;
- 65           (2) a child, parent, spouse, or other member of the immediate family
- 66                 of the employer;
- 67           (3) an au pair; or
- 68           (4) an individual who [[is authorized to organize for the purpose of
- 69                 collective negotiation with the State as an individual home care
- 70                 provider under Executive Order 01.012007.15.]] primarily serves
- 71                 as a companion to a disabled or elderly individual who is unable
- 72                 to care for himself or herself, and who is not employed by an
- 73                 agency.

74           Elderly means an individual who is 67 years old or older.

75           Employment contract means a written agreement signed by a domestic  
 76           worker and an employer which governs the terms and conditions of  
 77           employment.

78           Employer means a person who hires a domestic worker to perform at  
 79           least 20 hours of work each week during any period that is 30 days or  
 80           longer. An employer may include an agency that hires a domestic

81 worker to perform domestic service in the home of the recipient of the  
 82 service.

83 Hours of work means the time during any 7-day period that a domestic  
 84 worker is on duty.

85 Paid time off means time for which a domestic worker receives wages  
 86 without working, including any holiday, vacation, or sick leave.

87 Unpaid time off means time during the normal hours of work when the  
 88 domestic worker may be absent without receiving wages.

89 Wages means any compensation which a domestic worker receives,  
 90 including any bonus, commission, fringe benefit, or other payment.

91 (c) Employment Contract. In order to employ a domestic worker, the  
 92 employer must obtain either a written employment contract signed by  
 93 both the employer and the domestic worker or a disclosure statement  
 94 signed by the domestic worker. Each employer must present a proposed  
 95 written employment contract to a domestic worker and offer to negotiate  
 96 the terms and conditions of employment. Once a final contract is  
 97 agreed upon, the employer must sign and give the domestic worker a  
 98 copy. If the domestic worker is employed by an agency, the  
 99 employment contract must be between the agency and the employee.  
 100 Each written employment contract must specify the following terms and  
 101 conditions of employment:

- 102 (1) days and hours of work;
- 103 (2) wages;
- 104 (3) paid time off;
- 105 (4) unpaid time off;
- 106 (5) frequency of payment of wages;
- 107 (6) deductions from wages;

- 108           (7) eligibility for and calculation of overtime wages;  
 109           (8) duties;  
 110           (9) right of the employer, if any, to require the domestic worker to  
 111                 perform duties that are not specified in the contract;  
 112           (10) living accommodations provided by the employer, if any,  
 113                 including deductions for rent;  
 114           (11) meals provided by the employer, if any, including deductions for  
 115                 meals;  
 116           (12) time allowed for breaks and meals during work hours;  
 117           (13) required notice, if any, before the employer or domestic worker  
 118                 terminates the contract;  
 119           (14) severance wages, if any, if the employer terminates the contract  
 120                 before the end of the contract period;  
 121           (15) contract period;  
 122           (16) reimbursement for work-related expenses; and  
 123           (17) notice of employment rights under State law.
- 124    (d) Living accommodation. Any dwelling unit that includes living  
 125           [[accommodation]] accommodations [[provided]] for a domestic worker  
 126           must meet all minimum standards for a dwelling unit in Chapter 26 and  
 127           [[include]] the worker must have:
- 128           (1) a private room for sleeping with a door that can be locked  
 129                 [[except as provided in Subsection (e)]];  
 130           (2) reasonable access to a kitchen;  
 131           (3) reasonable access to a bathroom; and  
 132           (4) reasonable access to laundry facilities.
- 133    (e) [[Exception. A private room for sleeping with a door that can be locked  
 134           is not required for a live-in worker serving primarily as a companion to

135 a disabled or elderly person unable to take care of himself or herself if  
 136 the worker:

- 137 (1) has a secure place that can be locked to store personal  
 138 belongings; and  
 139 (2) is not required to sleep in the same room as the disabled or  
 140 elderly person unless the dwelling unit contains only one room.]]

141 ~~[(f)]~~ Model Contract. The Director,[[in consultation]] after consulting with  
 142 the Commission for Women, must draft and make available a model  
 143 employment contract and a model disclosure statement which an  
 144 employer may use to comply with this Section. The model contract and  
 145 the model disclosure statement must be published in English, French,  
 146 and Spanish.

147 ~~[(f)]~~ ~~[(g)]~~ (f) Retaliation. An employer must not retaliate against a  
 148 domestic worker who:

- 149 (1) requests a written contract required under this Section;  
 150 (2) seeks to enforce the terms of a written employment contract; or  
 151 (2) files a complaint or testifies, assists, or participates in any manner  
 152 in an investigation, proceeding, or hearing to enforce this Section.

153 ~~[(g)]~~ ~~[(h)]~~ (g) Complaint. If an employer does not comply with this  
 154 Section, a domestic worker may file a complaint under Section 11-6.

155 **Sec. 2. Section 11-6 is amended as follows:**

156 **11-6. Filing complaints.**

157 (a) Definition. In this section “domestic worker” has the meaning stated in  
 158 Section 11-4B.

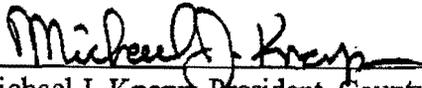
159 (b) Complaint. Any consumer or domestic worker may file a written  
 160 complaint with the Director.

- 161 (c) Contents. [The] A complaint should state the name and address of the  
162 person alleged to have committed [the] a violation of this Chapter,  
163 describe the violation, and provide any other information that the Office  
164 requires. However, the Director may act on a complaint that is not  
165 complete. The Director may investigate any violation of and enforce  
166 this Chapter without receiving a complaint.
- 167 (d) Referral to Department of Housing and Community Affairs. The  
168 Director must refer a complaint from a domestic worker alleging living  
169 accommodations that do not comply with Section 11-4B(d) to the  
170 Department of Housing and Community Affairs for investigation and  
171 enforcement.
- 172 (e) Referral to the Office of Human Rights. The Director must refer a  
173 complaint from a domestic worker alleging a discriminatory  
174 employment practice to the Office of Human Rights.
- 175 (f) Referral to the Commission for Women. The Director may refer a  
176 domestic worker to the Commission for Women Counseling and Career  
177 Center for additional assistance if the Director determines that the  
178 services offered there would benefit the worker.

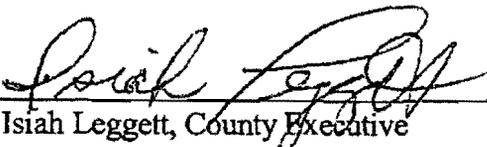
179 Sec. 3. Effective Date.

180 This Act takes effect 180 days after it becomes law.

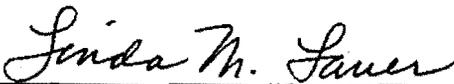
181 *Approved:*

182  17 JULY 08  
\_\_\_\_\_  
Michael J. Knapp, President, County Council Date

183 *Approved:*

184  July 22, 2008  
\_\_\_\_\_  
Isiah Leggett, County Executive Date

185 *This is a correct copy of Council action.*

186  July 24, 2008  
\_\_\_\_\_  
Linda M. Lauer, Clerk of the Council Date

# MODEL DOMESTIC WORKER EMPLOYMENT CONTRACT

INSTRUCTIONS: Employer and Employee should negotiate the terms of this contract to reach an agreement. Check the appropriate box when selecting a contract term. Additional terms may be added as necessary. Any text in **bold** refers to Federal, State, or County law.

This contract, made on \_\_\_\_\_ (date), between \_\_\_\_\_ (Employer) and \_\_\_\_\_ (Employee) has the following terms of employment:

1. Employee will start employment on: \_\_\_\_\_ (date).

2. **EMPLOYMENT TERM**

\_\_\_\_\_ (#)     Month(s)     Year(s)     Other: \_\_\_\_\_

3. **LOCATION** of employment is: \_\_\_\_\_ (address).

4. **HOUSEHOLD INFORMATION**

Household members include:    # of Adults \_\_\_\_\_    # of Children \_\_\_\_\_

Are there any pets in the household?  Yes     No

If yes, what kind and how many? \_\_\_\_\_

Will Employee be expected to care for the pets?  Yes     No

5. **LIVE-IN/LIVE-OUT**

Employee will live in the Employer's home. (See Section 12 Living Accommodations)

Employee will live-out. (Employee will not live in the Employer's home.)

Other: \_\_\_\_\_

6. **WORK SCHEDULE** Employee will work the following schedule:

- |                                    |                      |                    |
|------------------------------------|----------------------|--------------------|
| <input type="checkbox"/> Sunday    | Begin: _____ am / pm | End: _____ am / pm |
| <input type="checkbox"/> Monday    | Begin: _____ am / pm | End: _____ am / pm |
| <input type="checkbox"/> Tuesday   | Begin: _____ am / pm | End: _____ am / pm |
| <input type="checkbox"/> Wednesday | Begin: _____ am / pm | End: _____ am / pm |
| <input type="checkbox"/> Thursday  | Begin: _____ am / pm | End: _____ am / pm |
| <input type="checkbox"/> Friday    | Begin: _____ am / pm | End: _____ am / pm |
| <input type="checkbox"/> Saturday  | Begin: _____ am / pm | End: _____ am / pm |

7. **JOB RESPONSIBILITIES**

Employee will perform the following job responsibilities: (Check all that apply.)

**Babysitting or Child Care**

Description of Child(ren) [Name, age, gender, activities, etc.]

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Adult Care

Describe the adult(s), state why care is needed, and list the type(s) of care to be provided:

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Housekeeping List the specific tasks below:

- Vacuuming \_\_\_ x per week       Dusting \_\_\_ x per week       Mopping \_\_\_ x per week  
 Dishwashing \_\_\_ x per week       Laundry \_\_\_ x per week       Cooking \_\_\_ x per week  
 Shopping \_\_\_ x per week       Bathrooms (# \_\_\_) \_\_\_ x per week  
 Kitchen clean up \_\_\_ x per week including: \_\_\_\_\_

- Car pick-up \_\_\_ x per week using  Employer's car  Employee's car  
 Other: \_\_\_\_\_ x per week       Other: \_\_\_\_\_ x per week  
 Other: \_\_\_\_\_ x per week       Other: \_\_\_\_\_ x per week

Pet Care

- Feeding \_\_\_ x per day       Walking \_\_\_ x per day  
 Grooming \_\_\_ x per week       Other: \_\_\_\_\_ x per week

8. WAGES

a. The Employer will pay the Employee the following wages:

Regular rate of pay is \$ \_\_\_\_\_ per hour.

Overtime rate of pay is \$ \_\_\_\_\_ per hour for every hour worked over 40 hours per week.

**Maryland law requires that workers be paid at least a minimum wage of \$6.55 per hour as of July 24, 2008 and that workers receive overtime compensation at the rate of 1.5 times their regular hourly pay for each hour worked over 40 hours in a given 7-day work week. As a reference point, Montgomery County, Maryland has set its "Living Wage" at \$12.40 per hour as of July 1, 2008. See Domestic Worker's Resource List for additional information on state minimum wage and county living wage laws.**

b. Employee will receive compensation in addition to regular and/or overtime wages for the following conditions:

- Sleepovers for live-out employee: \$ \_\_\_\_\_ per \_\_\_\_\_;  
 Overnight guests: \$ \_\_\_\_\_ per \_\_\_\_\_;  
 Addition to Employer's Household: \$ \_\_\_\_\_ per \_\_\_\_\_;  
 Travel: \$ \_\_\_\_\_ per \_\_\_\_\_;  
 Other: \_\_\_\_\_: \$ \_\_\_\_\_ per \_\_\_\_\_;  
 Other: \_\_\_\_\_: \$ \_\_\_\_\_ per \_\_\_\_\_.

c. Employee will receive the following additional wages (bonus, commission, fringe benefit, other payment):

d. Wage Deductions

Employer will make the following deductions from Employee's wages every pay period:

- Federal Taxes       State Taxes  
 Municipal Taxes       Social Security  
 Health Insurance Premium: \$ \_\_\_\_\_       Meals Amount: \$ \_\_\_\_\_  
 Rent Amount: \$ \_\_\_\_\_       Other \_\_\_\_\_: \$ \_\_\_\_\_

Employer will not deduct money if Employee breaks an item.

e. Wages will be paid:

- Weekly       Bi-Weekly on \_\_\_\_\_ (day of the week).

Wages will be paid by:  Check  Cash

f. Employer and Employee will both maintain a signed record of hours worked and payment of wages.

9. **BREAKS** Employee will receive the following periodic breaks throughout the day:

15 minute break for every four (4) hours worked

Paid  Unpaid

30 minute meal break for every eight (8) hours worked

Paid  Unpaid

Other: \_\_\_\_\_

Paid  Unpaid

Other: \_\_\_\_\_

Paid  Unpaid

10. **LEAVE**

a. Employee will receive the following paid **family sick leave**:

Equivalent of one (1) work week paid family sick days every year (total of \_\_\_ days).

Other: \_\_\_\_\_

Employee may use sick leave to attend to her or his own medical needs as well as those of any family member. Whenever sick leave is used, Employee will notify Employer before the start of the workday unless Employee is physically unable to do so. Employee will be entitled to carry over a maximum of one year of accrued family sick leave to the following year.

b. Employee will receive the following paid **vacation leave**:

Equivalent of one (1) work week paid vacation days every year (total of \_\_\_ days).

Other: \_\_\_\_\_

Employee will determine the timing of vacation leave. Employer cannot require Employee to take her or his vacation to coincide with that of the employer. Employee will make every attempt to provide a minimum of four (4) weeks advance notice of her or his intent to use vacation leave. Employee will be entitled to carry over a maximum of one year of accrued vacation leave to the following year.

c. Employee will receive the following **unpaid leave**:

Equivalent of one (1) work week unpaid leave days every year (total of \_\_\_ days).

Other: \_\_\_\_\_

Employee will make every attempt to provide a minimum of four (4) weeks advance notice of her or his intent to use unpaid leave.

d. Employee will receive the following paid holidays: (Check all that apply.)

New Year's Day

Martin Luther King, Jr.'s Birthday

President's Day

Memorial Day

Independence Day (July 4)

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Christmas Day (December 25)

Other: \_\_\_\_\_

Other: \_\_\_\_\_

If Employee is required to work on a paid holiday, Employee will receive Holiday Pay at a rate of 1.5 times her or his regular/overtime rate of pay.

11. **OUT-OF-TOWN TRAVEL** (Other than commute between Employee's home and place of employment.)

a. If the Employer decides to travel outside of the local area with the Employee, Employer will cover all associated costs.

b. Employee will be required to travel.  Yes  No

c. Employer will provide the following minimum notice of travel plans:

Four (4) weeks

Other: \_\_\_\_\_

d. Employer will discuss travel plans with Employee if travel is required.

e. If Employee is not required to travel, Employee will be paid when Employer is away.  Yes  No

12. LIVING ACCOMMODATIONS

County law requires that Employers provide live-in Employees with reasonable room and board accommodations. Such accommodations must meet all minimum standards for a dwelling unit as established in Chapter 26 of the Montgomery County Code; accommodations include, but are not limited to, a private room for sleeping with a door that can be locked. Employer shall also provide Employee with reasonable access to a kitchen, bathroom, and laundry facilities. See Domestic Worker's Resource List for additional information.

13. TELEPHONE

Employee will have reasonable use of Employer's telephone for placing local calls. Employer may deduct the cost of Employee's long-distance calls from Employee's wages.

Other: \_\_\_\_\_  
\_\_\_\_\_

14. HEALTH INSURANCE Employer will provide Employee with Health Insurance.  Yes  No  
If Employer provides Health Insurance, the plan will cover:

\_\_\_\_\_  
\_\_\_\_\_

Insurance Provider: \_\_\_\_\_ Telephone: \_\_\_\_\_

Subscriber Number: \_\_\_\_\_ Group Number: \_\_\_\_\_

If Employee is to pay for part of the insurance, Employee will pay \$ \_\_\_\_\_ per pay period.

15. REIMBURSEMENT Employer will reimburse Employee for any travel or other work-related pre-approved expenses. Such pre-approved expenses include but are not limited to, expenses for travel at the request of Employer, expenses incurred while caring for a child or children in Employee's charge, and other expenses related to the services Employee was hired to perform.

16.  Employer will provide a minimum of two (2) days notice whenever Employee is required to work late or when overtime is required.

Other: \_\_\_\_\_  
\_\_\_\_\_

17.  Employer will provide transportation or taxi fare if Employee is required to work late.

Other: \_\_\_\_\_

18.  Employee will be entitled to a raise of at least 5% every year.

Other: \_\_\_\_\_

19. Rights of the Employer, if any, to require Employee to perform duties that are not specified in the contract:

None

Other: \_\_\_\_\_  
\_\_\_\_\_

20.  Other: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

21.  Other: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

22. NOTICE OF TERMINATION AND SEVERANCE\*

If Employer terminates this employment contract, the Employee will be given \_\_\_\_\_ week(s) written notice or \_\_\_\_\_ week(s) pay in lieu of notice. After one year of employment, Employer will provide one week's wages as severance pay and one additional week of wages for every year of work with that Employer, up to \_\_\_\_\_ week(s).

Employee will make every attempt to give Employer at least \_\_\_\_\_ week(s) notice of termination of this employment contract.

\* This provision does not apply if Employee is terminated for cause.

23. NOTICE OF EMPLOYMENT RIGHTS UNDER STATE LAW

**Employee, regardless of her or his immigration status, race, gender or age, is entitled to legal protections under Maryland employment laws including, but not limited to:**

- a. **payment of minimum wage;**
- b. **payment for all hours worked;**
- c. **payment of wages in United States dollars no less than twice per month;**
- d. **overtime pay of 1.5 times the regular hourly wage for every extra hour worked over 40 hours per week;**
- e. **notice of rate of pay, regular paydays, and leave benefits; statement of earnings and deductions for each pay period; and notice of any change in a payday or wage at least one pay period in advance;**
- f. **worker's compensation; and**
- g. **upon termination of employment, payment of all wages due for work performed before the termination of employment, on or before Employee's regular payday.**

24. An employer may not retaliate against a domestic worker who:

- a. requests a written contract required under Montgomery County Code, Chapter 11, Sec. 11-4B(c), Consumer Protection
- b. seeks to enforce the terms of a written employment contract; or
- c. files a complaint or testifies, assists, or participates in any manner in an investigation, proceeding, or hearing to enforce any section of the Consumer Protection Statute.

\_\_\_\_\_  
Employer's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employer's Name

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee's Name



Provided by the Montgomery County, MD Office of Consumer Protection  
100 Maryland Avenue, #330  
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When the Office of Consumer Protection (OCP) was given the assignment of enforcing the Domestic Workers Law, we developed the model contract in collaboration with Casa de Maryland (Casa), and provided the contract and other resources on our web site.

Since its inception, we have had 8,604 visits to our domestic workers web pages including 1,687 visits to the model contract page. In FY12, the Domestic Workers web pages had 1,511 visits.

The inquiries that we receive from employers involve questions of whether the law applies to them (see OCP Domestic Worker FAQs), or unemployment insurance or tax related issues. The majority of inquiries from domestic workers involve wage claims, working conditions, and claims of wrongful discharge. These claims are under the jurisdiction of Maryland's Department of Labor, Licensing and Regulation (DLLR) and the court system. OCP routinely refers callers to legal services providers such as Casa and Legal Aid Bureau, Inc. Casa de Maryland reports a similar breakdown of cases with the majority of their inquiries focusing on wage claims and/or working conditions.

In August 2010, the county received considerable publicity for the Domestic Worker program following the filing of our first complaint for which we initiated enforcement action by issuing multiple civil citations. These citations were pursued in court; the employers pleaded guilty, paid a fine and were issued an Abatement Order. However, to date, we have received no other complaints. We have a staff of investigators that are trained to handle any referrals from other service providers, however, consumer education outreach efforts had been severely diminished by budget cuts in the past few years.

Beginning with FY13, OCP has developed a multi-faceted campaign to highlight the law and its requirements to employers and workers alike. Bi-lingual posters and brochures are being distributed to county libraries and service centers to promote this program.

OCP is utilizing County Cable Montgomery's news feed to continue promoting the law to county residents; we are also developing a Domestic Workers segment as part of our Consumer Compass cable program to be produced in FY13 and would like to include interviews with the council members that sponsored the bill.

OCP continues to communicate regularly with Casa to maintain open channels for referring cases and to identify opportunities to promote the program.