

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:

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 \$10.10 per hour as of July 1, 2018, (\$11.00 per hour after January 1, 2020) 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.

Montgomery County, MD has set its Minimum Wage at \$12.50 per hour (employers with up to 50 employees), and \$13.00 per hour (51 or more employees). After July 1, 2020, Montgomery County's minimum wage will be \$13.00 per hour (employers with 1-10 employees), \$13.25 per hour (11 to 50 employees), and \$14.00 (51 or more employees).

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. **Under Montgomery County's Earned Sick and Safe Law, employers must provide each employee with both paid and unpaid sick and safe leave for work performed in the County.**

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 Employer'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, Suite 330
Rockville, MD 20850
Tel: 240.777.3636
www.montgomerycountymd.gov/ocp

