

# 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:

☐ Sunday Begin: \_\_\_\_\_ am / pm End: \_\_\_\_\_ am / pm

☐ Monday Begin: \_\_\_\_\_ am / pm End: \_\_\_\_\_ am / pm

☐ Tuesday Begin: \_\_\_\_\_ am / pm End: \_\_\_\_\_ am / pm

☐ Wednesday Begin: \_\_\_\_\_ am / pm End: \_\_\_\_\_ am / pm

☐ Thursday Begin: \_\_\_\_\_ am / pm End: \_\_\_\_\_ am / pm

☐ Friday Begin: \_\_\_\_\_ am / pm End: \_\_\_\_\_ am / pm

☐ 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.]

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☐ 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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Tel: 240.777.3636  
[www.montgomerycountymd.gov/consumer](http://www.montgomerycountymd.gov/consumer)

