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ATTORNEY GENERAL

The Commonwealth of Massachusetts

Office of the Attorney General

Model Domestic Worker Employment Agreement

The Employer and Domestic Worker should negotiate the terms of the agreement to best suit both parties, subject to the requirements of state and federal law. Completing all parts of this document, supplying a copy this agreement to the Domestic Worker prior to the commencement of work (and at the time that any changes to the agreement are made), and retaining a copy for three years following the end of employment fulfills the employer's obligation to provide a record of information in accordance with M.G.L. c. 149, § 190(l) and 940 C.M.R. 32.04(3).

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:

   _____(#) ☐ 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):

_____

_____

_____

☐ Laundering: _____

☐ Cooking: _____

☐ 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

☐ SaturdayStart Time:_____am/pm End Time:_____am/pm

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

☐ Days off (specify) _____

Domestic workers who work at least 40 hours a week are entitled to 24 consecutive hours of rest each week and 48 consecutive hours of rest each month.

☐ 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**

a. 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 _____

The Massachusetts minimum wage is $10.00 per hour in 2016. Effective January 1, 2017, the minimum wage will be $11.00 per hour. Most employees are entitled to 1.5 times their regular hourly pay for each hour worked after 40 hours in a week.

☐ Domestic Worker will be entitled to a_____% raise every year.

b. Domestic Worker will receive additional compensation of_____for the following (*e.g.*, added duties, additional multilingual skills, travel, additions to Employer's household):

_____

_____

_____

c. 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

☐ Health Insurance: $_____per_____(paycheck, month, etc.)

☐ Food and beverages: $_____per_____(paycheck, month, etc.)

Max. $1.50 for breakfast, $2.25 for lunch, and $2.25 for dinner. Must reflect actual cost of food and beverages actually provided Domestic Worker. Not permitted if required by Employer or if household dietary restrictions prevent Domestic Worker from consuming preferred food or beverages.

☐ Lodging: $_____per_____(paycheck, month, etc.)
Max. $35.00 per week for a room used by one person, $30.00 per week for a room occupied by two people, and $25.00 per week for a room occupied by three or more people. Not permitted if lodging in any particular location is required by Employer or not actually used by Domestic Worker.

☐ Other (specify the purpose, frequency, and amount of the deductions):

_____

12. **Leave Policies**

Domestic Worker will receive the following leave:

☐ Sick leave (specify quantity, accrual method, allowable purposes, notice requirements, carryover, whether it is paid or unpaid, and any other conditions):

Effective July 1, 2015, domestic workers have the right to earn and use up to 40 hours of sick time in a calendar year. If an employer has more than 11 employees, earned sick time must be paid. The time may be unpaid if an employer has fewer than 11 employees. M.G.L. c. 149, § 148C.

_____

_____

_____

☐ Vacation leave (specify quantity, accrual method, notice requirements, carryover, timing, whether it is paid or unpaid, and any other conditions):

_____

_____

_____

☐ Parental leave for birth or adoption of a child (specify duration, notice requirements, whether there is a probationary period, whether it is paid or unpaid):

Domestic workers who are employees are entitled to take up to eight weeks of unpaid, job-protected leave for the birth or adoption of a child, in accordance with the Parental Leave Act, M.G.L. c. 149, § 105D. Employees must give at least two weeks' notice of anticipated date of departure and intention to return.

_____

_____

_____

☐ Other: _____

_____

_____

Domestic Worker will receive the following paid holidays off (check all that apply):

☐ New Year's Day	☐ Martin Luther King, Jr. Day
☐ President's Day	☐ Memorial Day
☐ Independence Day (July 4)	☐ Labor Day
☐ Columbus Day	☐ Veteran's Day
☐ Thanksgiving Day	☐ Christmas Day
☐ Other:_____	☐ Other: _____

☐ Domestic worker will receive holiday premium pay of $_____for working on the following holidays:_____

_____

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: _____

_____

_____

_____

_____

*Both the Domestic Workers Bill of Rights and the Attorney General's regulations contain specific provisions regarding a domestic worker's right to privacy. Nothing in this agreement shall contravene those requirements of the law.

☐ 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 or Domestic Worker will receive_____weeks of pay in lieu of notice, unless termination is for cause.

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):

_____

_____

_____

_____

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, or severance pay equivalent to Domestic Worker's average earnings during the last two weeks of employment, pursuant to M.G.L. c. 149, § 190(k).

No advance notice or severance payment shall be required where the employer provides a good faith allegation that the domestic worker has abused, neglected, or caused any other harmful conduct against the employer, members of the employer's family, or individuals residing in the employer's household, as described in 940 C.M.R. 32.03(19).

15. **Evaluations**

After three months of employment, domestic workers have the right to request a written evaluation. While not required by law, written evaluations may aid in ensuring that all job duties are performed at a satisfactory level.

☐ 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 Signature **Date**

_____

Employer's Name

_____ _____

Domestic Worker's Signature **Date**

_____

Domestic Worker's Name

Signature of additional household employers (if Domestic Worker is hired to perform shared services)

_____ _____

Shared Services Employer's Signature **Date**

_____

Shared Services Employer's Name

Acknowledgement of Receipt of Written Employment Agreement

I,_____, acknowledge that I have received a copy of the

employment agreement with_____dated_____.

_____ _____

Domestic Worker's Signature Date

_____

Domestic Worker's Name