

# The Commonwealth of Massachusetts

Office of the Attorney General

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## 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).

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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):

\_\_\_\_\_

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Laundering: \_\_\_\_\_

Cooking: \_\_\_\_\_

Home companion services: \_\_\_\_\_

Pet care: \_\_\_\_\_

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

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**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) \_\_\_\_\_

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 \_\_\_\_\_

Beginning January 1, 2023, the minimum wage in Massachusetts is \$15/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):

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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.):

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**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.

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

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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.

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

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

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|--|--|
| <input type="checkbox"/> New Year's Day            | <input type="checkbox"/> Martin Luther King, Jr. Day |
| <input type="checkbox"/> President's Day           | <input type="checkbox"/> Memorial Day                |
| <input type="checkbox"/> Independence Day (July 4) | <input type="checkbox"/> Labor Day                   |
| <input type="checkbox"/> Columbus Day              | <input type="checkbox"/> Veteran's Day               |
| <input type="checkbox"/> Thanksgiving Day          | <input type="checkbox"/> Christmas Day               |
| <input type="checkbox"/> Other: _____              | <input type="checkbox"/> 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):

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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:

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**16. Raising and Addressing Grievances**

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

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**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