

CITY OF PHILADELPHIA
DEPARTMENT OF LABOR

**REGULATION REGARDING CHAPTER 9-4500 OF THE PHILADELPHIA CODE:
PROTECTIONS FOR DOMESTIC WORKERS**

The Department of Labor (the “Department”) hereby adopts the following Regulation to interpret and implement Chapter 9-4500 of The Philadelphia Code (“Protections For Domestic Workers”).

1. Definitions.

1.1 Capitalized terms not defined in this Regulation shall have the meanings provided in Chapter 9-4500 of The Philadelphia Code.

1.2 Blacklisting. Placing an individual on a list of people who are subject to denial of certain privileges, services or opportunities because they have been deemed of disreputable character.

1.3 Department. The Philadelphia Department of Labor.

1.4 Domestic Service. Caretaking functions, provided in exchange for wages in, about or for a Private Residence or for a household, such as: Housekeeping or House Cleaning; cooking; providing food or butler service; parking cars; cleaning laundry; gardening; personal organizing; caring for a child or serving as a companion or caretaker for a person who is sick, is convalescing or has a disability. Domestic Service excludes work primarily involving: house sitting; pet sitting; dog walking; service provision out of the provider’s own Private Residence, such as a home day-care business; and household repair or maintenance, such as a roofing, plumbing, masonry, painting or other similar contracting.

1.5 Domestic Worker. Any individual 18 years of age or older who works in a Private Residence of an individual who is not a Family Member for the purposes of providing Domestic Service to one or more Hiring Entities. A Domestic Worker includes, but is not limited to: an hourly or salaried employee; independent contractor; or full-time, part-time or temporary individual.

1.6 Family Member. As defined in Section 9-4103(8).

1.7 Hiring Entity. Any individual, partnership, association, corporation, business trust or combination thereof that is involved in the procurement of Domestic Services from a Domestic Worker and maintains ongoing control over the Domestic Worker, the Domestic Services provided by the Domestic Worker, or the compensation provided to the Domestic Worker.

1.8 Housekeeping or House Cleaning. Cleaning services, watering plants, running errands, food shopping, or similar tasks, provided in or about a Private Residence.

1.9 Live-in Domestic Worker. A Domestic Worker who lives with a Hiring Entity or Family Member of the Hiring Entity for an intended period of four consecutive workweeks or longer as part of the Domestic Worker's work arrangement.

1.10 On Duty. Time during which a Domestic Worker is in or about a Private Residence of a Hiring Entity, subject to the control of a Hiring Entity and not permitted to use the time for their own purposes, including any time the worker is suffered or permitted to work, whether or not required to do so, and any time the worker is not relieved of all duties because such relief would pose a risk of harm or danger to a child or a sick, elderly or disabled person for whom the Domestic Worker is contractually responsible for providing care.

1.11 Private Residence. A premise owned, rented or leased for temporary or permanent habitation, including, but not limited to, an apartment, house, condominium or Temporary Lodging.

1.12 Referral Agency. An entity that provides information or services in order to facilitate connections between a Hiring Entity and a Domestic Worker but does not itself constitute a Hiring Entity with respect to any particular Domestic Worker.

1.13 Relieved of Duty. With respect to a Domestic Worker who is a party to an ongoing paid workplace relationship with a Hiring Entity: for a temporary period, not required or permitted to perform work duties for, and not subject to any work-related direction, monitoring, surveillance, restrictions, obligations or other conditions, activities or conduct of, such Hiring Entity that a Domestic Worker would reasonably believe restricts the worker's ability to freely use the designated temporary period of time.

1.14 Retaliatory Action. An employment action taken against a Domestic Worker that is adverse in nature and is reasonably likely to deter the exercise or is in response to the actual, attempted or anticipated exercise of any right or activity protected by Chapter 9-4500 and this Regulation. Retaliatory Act includes, but not limited to, discipline, discharge, demotion, suspension, harassment, discrimination, reduction in hours or pay, refusal to hire or re-hire, blacklisting, false reporting to a government agency unrelated to the requirements of Chapter 9-4500 of The Philadelphia Code, and adverse action related to the perceived or actual immigration status or work authorization of the Domestic Worker.

1.15 Significant Misconduct. Misbehavior of such a nature that it would be unreasonable to require the Hiring Entity to continue a workplace relationship with the Domestic Worker during the notification period otherwise required by Section 9-4503 of The Philadelphia Code and this Regulation.

1.16 Temporary Lodging. A Private Residence used as a temporary place of abode, including, but is not limited to, hotels, vacation homes, and short-term rentals.

1.17 Voluntary Disclosure. A statement or assertion made by an individual with full knowledge of its meaning and without pressure, manipulation, or coercion by another.

1.18 Wages. Any salary, benefits or other compensation provided for services performed pursuant to an employment, independent contractor, or other work arrangement.

1.19 Work on a Casual Basis. Work of less than 5 hours per month that occurs over the span of more than one month and that is not viewed by the Domestic Worker as a significant source of the Worker’s income.

2. Applicability.

2.1 This Regulation governs the administration and enforcement of Chapter 9-4500 of The Philadelphia Code. Violations of any term or condition of a contract required by Chapter 9-4500 or this Regulation may be subject to separate civil action in a court of competent jurisdiction.

2.2 The provisions of this Regulation do not apply to any worker receiving wage payments from a state or federal agency, such as a home health care worker paid through Medicaid or Medicare.

2.3 Except where expressly indicated otherwise, the provisions of this Regulation apply to every Hiring Entity with respect to each domestic worker it employs. Where more than one hiring entity is involved in the procurement of a domestic worker’s services, each hiring entity may be subject to fines and penalties in connection with violations that it commits of Chapter 9-4500 and this Regulation.

Example 1 for 2.2: Ms. Smith hires Mr. Brown to provide domestic services. Mr. Brown brings one or more secondary domestic workers. Although Mr. Brown considers himself an independent contractor, Ms. Smith is a hiring entity of Mr. Brown as a domestic worker. Both Ms. Smith and Mr. Brown are also hiring entities with respect to the secondary domestic workers and responsible for complying with the contract requirements in Section 3 and other application requirements of this Regulation.

Example 2 for 2.2: Mr. and Mrs. Lawrence hire Home Care Agency, Inc. to assign a home care worker to provide domestic services for Mrs. Lawrence’s elderly mother. Home Care Agency, Inc. does not receive Medicare or Medicaid funding. Ms. Oliver, the assigned home care worker, is a Domestic Worker. Both the Lawrences and Home Care Agency, Inc. are Hiring Entities of Ms. Oliver.

Example 3 for 2.2: Mrs. Cerisier uses DomesticWorker.com to assist in hiring a nanny. DomesticWorker.com is a service that pre-screens candidates for domestic service roles, posts job postings and applications, and records employer ratings and reviews of individuals hired through the site. Mrs. Cerisier hires Ms. Cherry, a candidate screened by DomesticWorker.com, and pays all costs associated with Ms. Cherry’s services directly to DomesticWorker.com, which then pays Ms. Cherry. Mrs. Cerisier is a Hiring Entity of Ms. Cherry. Although DomesticWorker.com facilitated Mrs. Cerisier’s

connection to Ms. Cherry, it is not a Referral Agency. Instead, it is a Hiring Entity because it maintains ongoing control over Ms. Cherry's compensation.

3. Requirements for Contract Execution and Notification of Rights.

3.1 A hiring entity shall provide a domestic worker with the notification of domestic worker rights under applicable federal, state and local law that is made available on the Domestic Worker's Bill of Rights Resource Page of the Department's website, regardless of whether a contract is also provided pursuant to the requirements of Chapter 4-500 and this Regulation. Translation of the notification shall be provided as necessary and in accordance with Section 3.5.

3.2 A hiring entity may not employ a domestic worker in any capacity other than work on a casual basis unless it has entered into a written contract with the domestic worker that satisfies the requirements of this Section. There is a presumption that domestic services do not constitute work on a casual basis, which is rebuttable by the hiring entity upon presentation of the following evidence:

3.2.1 Timekeeping or other records demonstrating that the domestic provides domestic services for less than 5 hours per month; and

3.2.2 Voluntary disclosure by the domestic worker to the hiring entity that the services performed are not a significant source of the worker's income.

Example for 3.2: Ms. Jackson works as an independent contractor providing house cleaning services to dozens of clients in Philadelphia. Dr. Howard seeks to have Ms. Jackson provide cleaning services every other week that would amount to roughly 3 hours of work each month. Most of Ms. Jackson's many clients require more extensive cleaning services. Work for Dr. Howard would not be a significant source of Ms. Jackson's income.

If Ms. Jackson and Dr. Howard agree to a work arrangement, Dr. Howard would be Ms. Jackson's hiring entity, even though Ms. Jackson considers herself an independent contractor. Because Ms. Jackson would be performing work on a casual basis for Dr. Howard, Dr. Howard is not required to provide Ms. Jackson with a written contract but has the option of doing so if both parties agree. Dr. Howard is, however, required to provide Ms. Jackson with the notification of domestic worker rights issued by the Department.

Example for 3.2: Aleem is attending college and is a neighbor of the Tan family. Aleem babysits the Tan family's child every other Friday for 2 hours. Aleem is currently looking for, but has not found, another job, and the money he earns from babysitting is his only source of income. He relies on the money to help with books and other school-related expenses.

Because the money Aleem earns babysitting is a significant source of his income, his babysitting cannot be considered work on a casual basis. The Tan family will need to provide

Aleem with a written contract in addition to the notification of domestic worker rights issued by the Department.

3.3 A hiring entity may use a written contract template, attached as Exhibit A to this Regulation, or any other written contract that sets forth all material terms and conditions of the workplace relationship, including, but not limited to:

3.3.1 Job duties and responsibilities associated with the job, including the regularity of such duties and responsibilities;

3.3.2 Hourly and overtime wages;

3.3.3 Expected weekly schedule, including the number of work hours per week and the process for making scheduling changes;

3.3.4 Manner and frequency of payment;

3.3.5 Meal and rest periods, including any such periods during which the domestic worker will be required to be on duty;

3.3.6 Paid and unpaid leave, including sick time;

3.3.7 Paid holidays;

3.3.8 Health or other benefits provided, including, if reasonably known to the hiring entity, the amount, type and frequency of any lawful deductions to be taken from the domestic worker's pay;

3.3.9 Modes of transportation required and provided;

3.3.10 Value of housing, if provided;

3.3.11 Sleeping period and personal time for live-in domestic workers;

3.3.12 Term of the contract and provisions regarding agreement modification or termination;

3.3.13 Obligation of the domestic worker to notify the hiring entity before contracting with additional domestic workers;

3.3.14 Process for raising and addressing grievances;

3.3.15 Circumstances under which the hiring entity may enter the live-in domestic worker's designated living space in such hiring entity's premises or residence.

3.4 Prior to execution, a domestic worker shall have at least 7 days to review and approve the terms of employment upon receipt of the proposed written contract. The contract shall be executed before work begins, except when there is an existing workplace relationship involving work on a casual basis or other circumstantial needs require work to begin before a contract can reasonably be executed, in which case the contract shall be executed upon agreement to the terms of employment.

3.5 A hiring entity shall promptly provide to any domestic worker in need of language access services translation and/or interpretation in the worker's preferred language of any communication memorializing a material term or condition of the workplace relationship.

3.5.1 Documents requiring translation include, but are not limited to, the notification of rights and written contract required under Chapter 9-4500 and this Regulation.

3.5.2 A hiring entity shall provide interpretation for all communications with the domestic worker about a material term or condition of the workplace relationship, including, but not limited to those set forth in Section 3.3.

3.5.3 A hiring entity is deemed to have reasonable notice of a domestic worker's need for language access services if the parties are unable to communicate about the terms of the workplace relationship in English without interpretation, translation or other language support being used by, or provided to, the domestic worker. The hiring entity bears responsibility for identifying and assessing the language access needs of all employed domestic workers.

3.5.4 A hiring entity shall provide any translated document required under Chapter 9-4500 and this Regulation before commencement of work or, if the domestic worker's need for language access services is not known to the hiring entity at that time, as soon as the hiring entity has reasonable notice of the need for translation services and the relevant documents have been made available.

3.5.4.1 If the notification of rights required under Chapter 9-4500 and this Regulation is not available on the Department's website in the worker's preferred language, the hiring entity shall either request translation from the Department or independently obtain translation.

3.5.4.2 A hiring entity shall independently procure translation of all other documents required under Chapter 9-4500 and this Regulation that are not provided by the Department. A hiring entity may independently procure translation from an official translation service, a free online translation site or service, or an existing employee who is fluent and literate in the domestic worker's preferred language.

3.6 Modification of, or addition to, any contract provision required under this Regulation shall require execution of a new written contract between the Hiring Entity and Domestic Worker.

3.6.1 A Hiring Entity shall satisfy the agreement termination requirements of Section 5, the contract review provisions of Section 3.4, and the translation and interpretation provisions of Section 3.5 before modifying a contract provision of, or adding a contract provision to, an existing written contract.

3.6.2 The hiring entity or a domestic worker shall provide two weeks' notice of a contract modification or addition that materially changes the terms of an existing contract in a manner that makes continuation of the employment relations no longer feasible for the other party. A hiring entity that provides such notice shall satisfy the notification requirements set forth without any associated liability for severance pay.

3.7 A Referral Agency shall provide information concerning the written contract requirements of Chapter 9-4500 and this Regulation to each party whenever it connects a domestic worker with a hiring entity seeking domestic services. Such information may take the form of any contract template developed by the Department and made accessible on its publicly available website. Such information shall be provided in English and appropriate translation shall be provided in accordance with Section 3.5.

4. Rest and Meal Periods

4.1 A hiring entity shall allow rest and meal periods during which the Domestic Worker is relieved of duty, subject to the limitations of Section 4.5. Such periods may not be taken by the Domestic Worker at the beginning or end of the work shift.

4.2 A hiring entity shall allow a rest period of not less than ten minutes for each four consecutive hours worked, compensated at the domestic worker's regular rate of pay. The rest period shall be uninterrupted, unless the nature of the work prevents the domestic worker from being relieved of all duties for a continuous 10-minute period. The rest period may not be waived, absent written voluntary disclosure by the domestic worker.

4.3 A live-in domestic worker may not be required to work more than six consecutive days for a hiring entity without a 24-hour rest period. Such rest period may be unpaid. The rest period may not be waived unless:

4.3.1 Waiver is permitted by federal, state and local laws;

4.3.2 Waiver of the rest period is specifically set forth in an executed written contract;

4.3.3 The domestic worker makes the waiver as a voluntary disclosure; and

4.3.4 The waiver can be revoked at any time.

4.4 A hiring entity shall allow an unpaid 30-minute meal period after more than five consecutive hours worked, unless a paid meal period is provided to the domestic worker, compensated at the regular rate of pay.

4.5 An on-duty meal period shall be paid and may be granted only if:

4.5.1 Permitting the domestic worker to be relieved of duty would cause harm to an individual under such worker's care;

4.5.2 The parties agree in a written voluntary disclosure that the domestic worker has been granted an on-duty meal period and can revoke agreement to such on-duty meal period at any time;

4.5.3 The domestic worker is afforded a reasonable opportunity to rest, eat, and attend to other personal business during the on-duty meal period;

4.5.4 The hiring entity documents each on-duty rest period and the domestic worker's opportunity to rest, eat and attend to other personal business during the period.

Example 1 for Section 4.5: Dom works for the Hause family providing care to Mr. Hause's elderly father. The elder Mr. Hause cannot be left unattended because his health must be monitored at all times. Unless another responsible adult is providing care to the elder Mr. Hause during Dom's meal period, Dom would be considered on-duty during his meal period because he is required to remain on call and ready to return to work during his meal time. Dom must be compensated for his meal period at his regular rate of pay.

Example 2 for Section 4.5: Dom works for the Hause family providing house cleaning services. The Hause family must allow Dom a meal period during which Dom is relieved of all duties and free to leave. Dom does not provide personal care services, and relieving Dom of house cleaning duties would not cause harm to an individual under Dom's care. Therefore, Dom cannot be granted an on-duty meal period instead of an off-duty one.

4.6 A paid on-duty meal period shall be considered work and shall accrue unpaid leave time as provided in Section 9-4104(2) of The Philadelphia Code.

4.7 Failure to include paid meal or rest periods in a written contract is not a separate violation of Chapter 9-4500 and this Regulation if compensation is provided for such periods at the domestic worker's regular rate of pay.

4.8 Failure to provide an unpaid meal or rest period required under Chapter 9-4500 and this Regulation shall be subject to penalty for each separate occasion when meal or rest was not provided. A hiring entity shall be liable for compensating the domestic worker at the worker's regular rate of pay for each unpaid meal or rest period not provided.

4.9 Any modification to the rest or meal period requirement of this subsection shall require a new written contract between the hiring entity and domestic worker, as provided in Section 3.6 of this Regulation.

5. Termination

5.1 A hiring entity shall provide written notification setting forth the reason for, and the effective date of, termination prior to ending the workplace relationship with a domestic worker. The termination notice shall be translated into the worker's preferred language when the hiring entity has reasonable notice of the domestic worker's need for language access services, as set forth in Section 3.5.

5.2 Written notification shall be provided at least four weeks prior to the effective date of termination for live-in domestic workers and at least two weeks prior for all other domestic workers. A shorter notification period may be given if the hiring entity has a good-faith belief that the domestic worker has engaged in significant misconduct.

5.2.1 Willful or repeated refusal to perform a job duty set forth in, or necessarily implied by, the written contract amounts to significant misconduct.

5.2.2 Significant misconduct may also include one or more of the following, as documented by the hiring entity:

5.2.2.1 Abuse, neglect or similar conduct that endangers the safety or well-being of a child, a person that is sick or elderly, or a person with a disability for whom the domestic worker is providing care;

5.2.2.2 Outrageous, dangerous or illegal conduct, such as violence or threats of violence, theft, sexual harassment, or willful or repeated destruction of property;

5.2.2.3 Repeated failure to appear for scheduled work time without reasonable notice as provided in Section 9-4105(3) of The Philadelphia Code; or

5.2.2.4 Leave from scheduled work time in excess of the accrued leave time agreed to in the contract for a purpose other than as set forth in Section 9-4105(1) of The Philadelphia Code.

5.3 A hiring entity that fails to provide written notification as required by this Section shall be liable for severance pay to the domestic worker as provided in Section 9-4503(5)(c) of The Philadelphia Code, payable no later than the domestic worker's last day of work.

6. Record Keeping.

6.1 A hiring entity shall create true, accurate and contemporaneous records documenting compliance with Chapter 9-4500 of The Philadelphia Code and this Regulation and shall retain such records for a period of two years. If a hiring entity has received notice that a complaint has been filed with the Department or in court under Chapter 9-4500 of The Philadelphia Code and this Regulation, the hiring entity shall maintain all records, including text messages and emails related to the domestic worker and the allegations in the complaint, during the pendency of the proceedings, including any appeal.

6.2 The record retention requirements of Section 6.1 shall apply to records including, but not limited to, the following:

6.2.1 Executed versions of written contracts and other agreements between a hiring entity and domestic worker;

6.2.2 Hours worked by a domestic worker, including dates, start times, end times, and rest and meal periods;

6.2.3 Dates and amounts of any wages, benefits and other compensation provided to a domestic worker;

6.2.4 Reason for, and amount of, any deductions from wages, benefits and other compensation;

6.2.5 Paid and unpaid leave time used by the domestic worker;

6.2.6 Written notification of termination provided to a domestic worker and date of notification;

6.2.7 Any written warning, reprimand, or other discipline issued to a domestic worker;

6.2.8 Assessment of a domestic worker's need for language access services:

6.2.9 Provision of needed translation and/or interpretation services; and

6.2.10 Evidence of significant misconduct committed by the domestic worker.

6.3 All records relating to a domestic worker shall be provided to the Department upon written request within the time period indicated in the request. Failure to provide records demonstrating compliance with the requirements of Chapter 9-4500 and this Regulation will result in a rebuttable presumption that a violation has occurred, absent clear and convincing evidence to the contrary.

6.4 Upon written request by the domestic worker, a hiring entity shall make all requested records available to the domestic worker within a time period that is reasonable, not to exceed 15 days.

7. Administration and Enforcement

7.1 This Regulation supplements the policies and procedures for investigation, enforcement and appeal from determinations or notices of violation in connection with Chapter 9-4500, as set forth in the "Regulations Regarding Practice and Procedure for the Enforcement of Chapters 9-4100, 9-4300, 9-4500, 9-4600, 9-4700, 9-5000, 9-5600, and 9-3303(1)(d) of the Philadelphia Code" issued by the Department.

7.2 Upon entering a determination that a hiring entity has violated Chapter 9-4500 and this Regulation, the Department shall order the hiring entity to pay fines, penalties, and damages, as it deems necessary.

7.2.1 A hiring entity that engages in retaliatory action against a domestic worker shall be subject to a civil penalty, payable to the City, of up to \$2,000 for its retaliatory conduct.

7.2.2 Except as otherwise provided in Section 4, a hiring entity that violates any other provision set forth in Chapter 9-4500 and this Regulation shall be subject to a civil penalty, payable to the City, of up to \$1,000 for each such violation.

7.2.3 A hiring entity shall be liable for each penalty set forth in this subsection 7.1 for each day that the violation occurs.

7.2.4 A hiring entity may also be subject to actual and presumed damages, payable to the domestic worker. Presumed damages shall include the value of any time spent by the domestic worker obtaining attorney, counseling, translation, interpretation or other services to address harms caused by the Hiring Entity's violation of Chapter 9-4500 and this Regulation, calculated at the domestic worker's contractual rate.

Example for 7.1: Angela worked for the Smiths as a live-in Domestic Worker. After Angela began inquiring about her right to a contract, the Smiths created a hostile work

and living environment for Angela and then terminated her without notice. After the termination of her employment, Angela sought counseling services in response to the upheaval caused by this experience. The Agency issued a Determination that Angela's termination was in retaliation for asserting her rights under Chapter 9-4500. In addition to four weeks' severance pay, the Smiths may be liable for the costs of Angela's counseling services.

7.3 A domestic worker aggrieved under Chapter 9-4500 and this Regulation, an entity acting on behalf of an aggrieved domestic worker, or the City may bring a civil action in a court of competent jurisdiction against a hiring entity for violation of this Chapter. Such party may, but is not legally required to, file a complaint with the Department before initiating civil action and shall be entitled to any remedies provided in the contract or otherwise available in law or equity that are not duplicative of relief provided in administrative proceedings before the Department. The Department may administratively close any complaints that allege the same violations that are being litigated in a court of law.

7.4 It shall be an unlawful retaliatory action for a hiring entity to take an adverse employment action against a domestic worker if such worker's actual, attempted or anticipated exercise of rights protected by Chapter 9-4500 and this Regulation is a motivating factor behind the employment action. When a retaliatory action occurs within 90 calendar days of a domestic worker's actual, attempted or anticipated exercise of rights under Chapter 9-4500 or this Regulation, there shall be a rebuttable presumption that such retaliatory action was taken in violation of Section 9-4505(4) of The Philadelphia Code.

EXHIBIT A:
WRITTEN CONTRACT TEMPLATES



Written Contract Template for Nannies

Domestic Worker Bill of Rights • City of Philadelphia

Under Philadelphia Code Chapter 9-4500, there must be a written contract that governs the employment between the hiring entity and the domestic worker. The contract must include the following:

- A specific list of job duties
- Hourly wage and overtime wage
- Weekly schedule including number of hours per week
- The manner and frequency of payment
- Breaks for rest and meals
- Paid or unpaid leave including sick time
- Paid holidays
- Any other benefits provided
- Modes of transportation required and whether provided
- Value of housing if provided
- Sleeping period and personal time for live-in workers
- The term of the contract
- Any additional terms and conditions of employment

The contract must be signed and dated by all parties after ample opportunity to review. The contract must be in English and other preferred languages by the worker. A referral agency must provide domestic workers and hiring entities with information concerning contract requirements as defined by the law. Employers are prohibited from retaliating against employees for exercising their rights. Employers must keep record of this contract in order to demonstrate compliance.

1 Basic Information

This written contract is an agreement between _____ and _____
Employee Name
 _____ on the date of _____ with
Employer Name Date
 the following terms of agreement:

1.1 The employee will start employment on the date of _____
Date

1.2 Term of Employment:


Until the date of _____
last day date

Until either party ends this agreement

1.3 Workplace location:

1.4 Type of Position:

Live in the Employer’s home Live outside the Employer’s home



The employee is entitled to two weeks notice or two weeks severance pay – or four weeks notice or four weeks severance pay for live in employees.



Written Contract Template for Nannies

Domestic Worker Bill of Rights • City of Philadelphia

2 Job Duties

For the position of _____, the duties include:
Job Title

2.1 Childcare

- Assist with bathing
- Assist with dressing
- Assist with toileting
- Provide emotional support
- Facilitate naps
- Research, plan, and participate in enrichment activities, including:

2.2 Transportation

- Provide transportation to and from: _____
- Other tasks, including: _____

2.3 Household Support Tasks Related to Childcare

- Plan meals for child(ren)
- Prepare meals for child(ren)
- Shop for groceries for child(ren)'s meals, including: _____
- _____
- Child(ren)'s laundry, including: _____
- Light cleaning, including: _____
- Other tasks, including: _____

2.4 Other Duties:

2.5 Individual(s) receiving nanny services:

Full Name	Age	Emergency Contact




Written Contract Template for Nannies

Domestic Worker Bill of Rights • City of Philadelphia

3 Work Schedule

	START TIME	END TIME
Sunday		
Monday		
Tuesday		
Wednesday		
Thursday		
Friday		
Saturday		
	NUMBER OF HOURS PER WEEK:	


Employers must provide live-in employee with 1 day off after 6 consecutive days of work.

4 Compensation

4.1 Employer agrees that Employee shall be paid at the following rates:

Hourly rate of pay per hour for non-overtime hours: \$ _____

Overtime rate of pay per hour for every hour: \$ _____

4.2 Payment by:

- Cash Check Direct deposit
- Other form of payment: _____

4.3 Employee will be paid every _____ *day/week/etc.*

4.4 The following will be paid holidays at _____ *rate of pay*

4.5 Additional compensation includes:


Must be at least the highest applicable local, state, or federal minimum wage



Written Contract Template for Nannies

Domestic Worker Bill of Rights • City of Philadelphia

5 Benefits

5.1 Sick Leave



Employer must provide employees with paid and unpaid leave time as defined by the law. Employee will accrue at least 1 hour for every 40 hours worked and capped at 40 hours earned per calendar year.

Live-in employees will accrue time only for on-duty hours. Employer must inform employees of this right and track accrual and use. Employee may use their paid or unpaid leave for health reasons and preventative care, to care for oneself or a family member, or to replace lost work time.

5.2 Employer shall provide the following additional benefit(s) to Employee:

- Health insurance Dental insurance
- Transportation allowance Retirement plan contributions
- Reimbursement for health insurance premiums

5.3 Additional Benefits:

6 Modes of Transportation

What modes of transportation will be used by employee? Which ones are provided by the employer?



Written Contract Template for Nannies

Domestic Worker Bill of Rights • City of Philadelphia

7 Breaks for rests and meals

Employer will provide breaks in accordance with the law defined below.

The hiring entity shall allow the domestic worker an uninterrupted paid rest-period of not less than ten minutes for each four consecutive hours worked, unless the nature of the work prevents the domestic worker from being relieved of all duties for such period of time, such as some types of child care and caretaker work for a sick, elderly or disabled person. The hiring entity shall pay the domestic worker for the time spent on a rest break at the domestic worker's regular rate of pay.



The hiring entity shall allow an uninterrupted 30- minute meal break after more than five consecutive hours worked. Unless the domestic worker is relieved of all work duties during such 30-minute period, the meal period shall be considered an "on-duty" meal period and shall be paid at the domestic worker's regular rate of pay. An "on-duty" meal period shall be permitted only when the nature of the work prevents a domestic worker from being relieved of all duties and when, by written agreement between the parties, an "on-duty" meal period is agreed to. Such agreement may be revoked by the domestic worker, in writing, at any time. The hiring entity shall not impede or discourage a domestic worker from taking such meal or rest breaks.

Failure to allow a meal or rest period in accordance with this subsection 9-4503(2) shall entitle the domestic worker to one additional hour of pay at the domestic worker's regular rate of compensation for each workday that the meal or rest period was not provided. Payment of this extra pay shall not excuse non-compliance with this subsection.

8 Live-in terms (skip this section if live-out position)

8.1 **Sleeping period** from _____ until _____.

8.2 **Personal time** from _____ until _____.

8.3 **Value of housing:** _____ per month

8.4 **Additional live-in terms:**



Written Contract Template for Nannies

Domestic Worker Bill of Rights • City of Philadelphia

9 Evaluations and Raises

9.1 Employer will evaluate employee's performance every _____ *period of time*.

9.2 Employer may elect to provide a raise of _____ every _____ *period of time*.

10 Raising and addressing grievances

Employee and employer will use the process below to raise and address grievances. Communication about grievances will happen in written form.

11 Additional terms and conditions of employment



Written Contract Template for Nannies

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12

Signatures

The undersigned parties were given ample opportunity to review and agree to the terms within this agreement.

Employee name

Employee Signature

Date

Employer name

Employer Signature

Date



The Office of Worker Protections (OWP) answers questions and takes complaints about Philly’s labor laws. Our staff will never ask about immigration status. Retaliation is illegal.

Learn more at and download a copy of this contract in multiple languages at: phila.gov/domestic-work





DOMESTIC WORKER BILL OF RIGHTS

The Domestic Worker Bill of Rights requires employers of domestic workers to provide their employees with a contract, and other protections. This includes...

- Two weeks notice or two weeks severance pay
- Employers must provide a written contract to employees
- A day off after six straight days of work for live-in workers
- Right to a paid rest break after four hours worked consecutively
- Protection from discrimination under the Philly Human Relations Commission
- Unpaid sick leave job protections

Who is covered?

Domestic workers include nannies, house cleaners, caregivers, and others who provide services in the home.

Learn More

EMPLOYERS

Request compliance assistance by contacting the Office of Worker Protections.

EMPLOYEES

File a complaint by contacting the Office of Worker Protections or file a lawsuit in Court.



RETALIATION BY EMPLOYERS IS ILLEGAL.





Written Contract Template for Housecleaners

Domestic Worker Bill of Rights • City of Philadelphia

Under Philadelphia Code Chapter 9-4500, there must be a written contract that governs the employment between the hiring entity and the domestic worker. The contract must include the following:

- A specific list of job duties
- Hourly wage and overtime wage
- Weekly schedule including number of hours per week
- The manner and frequency of payment
- Breaks for rest and meals
- Paid or unpaid leave including sick time
- Paid holidays
- Any other benefits provided
- Modes of transportation required and whether provided
- Value of housing if provided
- Sleeping period and personal time for live-in workers
- The term of the contract
- Any additional terms and conditions of employment

The contract must be signed and dated by all parties after ample opportunity to review. The contract must be in English and other preferred languages by the worker. A referral agency must provide domestic workers and hiring entities with information concerning contract requirements as defined by the law. Employers are prohibited from retaliating against employees for exercising their rights. Employers must keep record of this contract in order to demonstrate compliance.

1 Basic Information


This written contract is an agreement between _____ and _____ on the date of _____ with the following terms of agreement:

1.1 The employee will start employment on the date of _____.

- 1.2 Term of Employment:
- Until the date of _____
 - Until either party ends this agreement

1.3 Workplace location:

- 1.4 Type of Position:
- Live in the Employer's home
 - Live outside the Employer's home



The employee is entitled to two weeks notice or two weeks severance pay – or four weeks notice or four weeks severance pay for live in employees.



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2 Job Duties

For the position of _____, the duties include:
Job Title

2.1 Cleaning

- Vacuum
- Wash dishes
- Replace towels
- Clean the kitchen, including:
- Dust
- Clean windows
- Make beds
- Mop
- Change bed sheets
- Take out trash and recycling

- Clean the bathroom(s), including:

- Clean the garage, including:

2.2 Yard Work

- Yard work, including: _____

2.3 Household Support

- Wash, dry, fold and put away laundry

- Cooking, including: _____

- Household shopping, including: _____

2.4 Other Duties:




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3 Work Schedule

	START TIME	END TIME
Sunday		
Monday		
Tuesday		
Wednesday		
Thursday		
Friday		
Saturday		
	NUMBER OF HOURS PER WEEK:	


Employers must provide live-in employee with 1 day off after 6 consecutive days of work.

4 Compensation

4.1 Employer agrees that Employee shall be paid at the following rates:

Hourly rate of pay per hour for non-overtime hours: \$ _____

Overtime rate of pay per hour for every hour: \$ _____

4.2 Payment by:

Cash Check Direct deposit

Other form of payment: _____

4.3 Employee will be paid every _____
day/week/etc.

4.4 The following will be paid holidays at _____
rate of pay

4.5 Additional compensation includes:


Must be at least the highest applicable local, state, or federal minimum wage



Written Contract Template for Housecleaners

Domestic Worker Bill of Rights • City of Philadelphia

5 Benefits

5.1 Sick Leave



Employer must provide employees with paid and unpaid leave time as defined by the law. Employee will accrue at least 1 hour for every 40 hours worked and capped at 40 hours earned per calendar year.

Live-in employees will accrue time only for on-duty hours. Employer must inform employees of this right and track accrual and use. Employee may use their paid or unpaid leave for health reasons and preventative care, to care for oneself or a family member, or to replace lost work time.

5.2 Employer shall provide the following additional benefit(s) to Employee:

- Health insurance
- Dental insurance
- Transportation allowance
- Retirement plan contributions
- Reimbursement for health insurance premiums

5.3 Additional Benefits:

6 Modes of Transportation

What modes of transportation will be used by employee? Which ones are provided by the employer?





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Domestic Worker Bill of Rights • City of Philadelphia

7 Breaks for rests and meals

Employer will provide breaks in accordance with the law defined below.

The hiring entity shall allow the domestic worker an uninterrupted paid rest-period of not less than ten minutes for each four consecutive hours worked, unless the nature of the work prevents the domestic worker from being relieved of all duties for such period of time, such as some types of child care and caretaker work for a sick, elderly or disabled person. The hiring entity shall pay the domestic worker for the time spent on a rest break at the domestic worker's regular rate of pay.



The hiring entity shall allow an uninterrupted 30- minute meal break after more than five consecutive hours worked. Unless the domestic worker is relieved of all work duties during such 30-minute period, the meal period shall be considered an "on-duty" meal period and shall be paid at the domestic worker's regular rate of pay. An "on-duty" meal period shall be permitted only when the nature of the work prevents a domestic worker from being relieved of all duties and when, by written agreement between the parties, an "on-duty" meal period is agreed to. Such agreement may be revoked by the domestic worker, in writing, at any time. The hiring entity shall not impede or discourage a domestic worker from taking such meal or rest breaks.

Failure to allow a meal or rest period in accordance with this subsection 9-4503(2) shall entitle the domestic worker to one additional hour of pay at the domestic worker's regular rate of compensation for each workday that the meal or rest period was not provided. Payment of this extra pay shall not excuse non-compliance with this subsection.

8 Live-in terms (skip this section if live-out position)

8.1 **Sleeping period** from _____ until _____.

8.2 **Personal time** from _____ until _____.

8.3 **Value of housing:** _____ per month

8.4 **Additional live-in terms:**





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Domestic Worker Bill of Rights • City of Philadelphia

9 Evaluations and Raises

9.1 Employer will evaluate employee's performance every _____ *period of time*.

9.2 Employer may elect to provide a raise of _____ every _____ *period of time*.

10 Raising and addressing grievances

Employee and employer will use the process below to raise and address grievances. Communication about grievances will happen in written form.

11 Additional terms and conditions of employment



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Domestic Worker Bill of Rights • City of Philadelphia

12 Signatures

The undersigned parties were given ample opportunity to review and agree to the terms within this agreement.

Employee name

Employee Signature

Date

Employer name

Employer Signature

Date



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Learn more at and download a copy of this contract in multiple languages at: phila.gov/domestic-work



DOMESTIC WORKER BILL OF RIGHTS

The Domestic Worker Bill of Rights requires employers of domestic workers to provide their employees with a contract, and other protections. This includes...

- Two weeks notice or two weeks severance pay
- Employers must provide a written contract to employees
- A day off after six straight days of work for live-in workers
- Right to a paid rest break after four hours worked consecutively
- Protection from discrimination under the Philly Human Relations Commission
- Unpaid sick leave job protections

Who is covered?

Domestic workers include nannies, house cleaners, caregivers, and others who provide services in the home.

Learn More

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Request compliance assistance by contacting the Office of Worker Protections.

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Written Contract Template for Home Care Workers

Domestic Worker Bill of Rights • City of Philadelphia

Under Philadelphia Code Chapter 9-4500, there must be a written contract that governs the employment between the hiring entity and the domestic worker. The contract must include the following:

- A specific list of job duties
- Hourly wage and overtime wage
- Weekly schedule including number of hours per week
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- Breaks for rest and meals
- Paid or unpaid leave including sick time
- Paid holidays
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The contract must be signed and dated by all parties after ample opportunity to review. The contract must be in English and other preferred languages by the worker. A referral agency must provide domestic workers and hiring entities with information concerning contract requirements as defined by the law. Employers are prohibited from retaliating against employees for exercising their rights. Employers must keep record of this contract in order to demonstrate compliance.

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This written contract is an agreement between _____ and _____ on the date of _____ with the following terms of agreement:

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Written Contract Template for Home Care Workers

Domestic Worker Bill of Rights • City of Philadelphia

2 Job Duties

For the position of _____, the duties include:
Job Title

2.1 Personal and Health Care

- Assist with walking Assist with bathing Assist with dressing/undressing
- Assist with grooming Assist with toileting Provide bowel and bladder care
- Provide diapering Assist with exercising Assist with or administer medication
- Other tasks, including: _____

2.2 Household Support

- Prepare meals Assist with feeding Clean dishes and kitchen
- Shop for groceries Change bed sheets Coordinate transportation
- Run errands Wash, dry, fold, and put away laundry
- Provide transportation to/from: _____
- Light cleaning, including: _____
- Pet care, including: _____
- Other tasks, including: _____

2.3 Companionship and Support

- Companionship and conversation Appointment and activity scheduling
- Go for walks or spend time outdoors
- Social engagement, including: _____

2.4 Other Duties:

2.5 Individual(s) receiving care services:

Full Name	Age	Emergency Contact




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Domestic Worker Bill of Rights • City of Philadelphia

3 Work Schedule

		START TIME	END TIME
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Employee Signature

Date

Employer name

Employer Signature

Date



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