

New Jersey Domestic Workers' Bill of Rights Model Contract

Written Contract Requirements

The Domestic Workers' Bill of Rights, N.J.S.A. 34:11-69 et seq., requires a written contract that governs the employment between a hiring entity and a domestic worker, **except for "casual work" or work of less than five hours per month.** (N.J.S.A. 34:11-71). The law applies to covered domestic workers, regardless of immigration status.

Learn more

Find more information on the NJ Domestic Workers' Bill of Rights at nj.gov/labor/domesticworkers

The contract must be in English and the domestic worker's preferred language. (N.J.S.A. 34:11-71c). The employing hiring entity(ies) and domestic worker must have enough time to review the contract. They must sign and date the contract. (N.J.S.A. 34:11-71a).

A referral or employment agency must provide domestic workers and an employing hiring entity(ies) with information concerning contract requirements of the Domestic Workers' Bill of Rights when an employing hiring entity(ies) is connected with a domestic worker. The referral or employment agency must make this model contract available to the employing hiring entity(ies). (N.J.S.A. 34:11-71e).

The contract between the employing hiring entity(ies) and the covered domestic worker must include (N.J.S.A. 34:11-71a):

- A specific list of job duties
- Hourly wage and overtime wage
- Weekly schedule including number of hours per week
- Payment method and frequency
- 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
- Monetary value of housing if provided
- Sleeping period and personal time for live-in workers
- The term/duration of the contract
- Any additional terms and conditions of employment

The written contract between the domestic worker and the employing hiring entity(ies) shall **not** contain either:

- (1) A mandatory pre-dispute arbitration agreement for claims made by a covered domestic worker against a hiring entity regarding the local rights of the worker, or
- (2) A non-disclosure agreement, or non-competition or non-disparagement agreement, limiting the ability of the covered domestic worker to seek compensation for performing domestic services after the worker ceases to receive compensation from the hiring entity for the performance of domestic services. (N.J.S.A. 34:11-71b).

Employers must keep record of this contract in order to demonstrate compliance

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This model written contract is to be agreed upon and signed by the employer and the employee. Because a domestic worker may be jointly employed by more than one hiring entity, this model written contract allows for the parties to include multiple joint employer hiring entities. Where there is only a single employer, the users of this model written contract may disregard references to joint employers and joint employment.

Where an employer has an overlapping employment relationship with another hiring entity relative to the employment of a domestic worker, the entities that have an overlapping employment relationship with the domestic worker are by law jointly and severally liable for any violations of the Domestic Workers' Bill of Rights. (N.J.S.A. 34:11-79a).

Prevailing language clause: The English language version of a contract shall be controlling in all respects and shall prevail in case of any inconsistencies with translated versions, if any.

Contract Enforcement

Under the Domestic Workers' Bill of Rights, a material breach by the employing hiring entity(ies) of a contract with a domestic worker will constitute a violation of the law, regardless of whether the breach is of a contract provision that is required by the Domestic Workers' Bill of Rights. (N.J.S.A. 34:11-77c). In this case the employing hiring entity(ies) could face enforcement action by the NJ Department of Labor and Workforce Development.

Written Contract Definitions Under N.J.S.A. 34:11-70

Casual work: work that is (1) irregular, uncertain, or incidental in nature and duration, and (2) different in nature from the type of work in which the worker is customarily engaged.

Domestic worker: any worker who:

- (1) works for one or more employers, and
- (2) is an individual who works in residence for the purposes of providing any of the following services:
 - (a) caring for a child,
 - (b) serving as a companion or caretaker for a sick, convalescing, or elderly person or a person with a disability,
 - (c) housekeeping or house cleaning,
 - (d) cooking,
 - (e) providing food or butler service,
 - (f) parking cars,
 - (g) cleaning laundry,
 - (h) gardening,
 - (i) personal organizing, or
 - (j) for any other domestic service purpose.

The following are expressly excluded from the definition of "domestic worker:"

- (1) a family member; specifically, "a spouse, child, parent, sibling, aunt, uncle, niece, nephew, first cousin, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepparent, stepchild, stepbrother, stepsister, half-brother, or half-sister, whether the individual is related by blood, marriage, or adoption,"

- (2) an individual primarily engaged in house sitting, pet sitting or dog walking,
- (3) an individual working at a business operated primarily out of the residence, such as a home day-care business,
- (4) an individual whose primary work involves household repair or maintenance, such as a roofer, plumber, mason, painter, or other similar contractor,
- (5) an employee of the State or the United States, or
- (6) an individual established as a kinship legal guardian, as defined by N.J.S.A. 3B:12A-2, of a child who lives in the residence or an individual who participates in the Kinship Navigator Program, as authorized by the Department of Children and Families, as a caregiver of a child who lives in the residence and receives services provided by a kinship navigator service provider.

Employment agency: any person or entity that procures, or attempts to procure, any workers for referral to a third party.

Hiring entity: any employer, as defined in N.J.S.A. 34:11-4.1, who employs a domestic worker and also means any person, firm, business, partnership, association, corporation limited liability company, or other entity, including referral, employment, and internet based or on-demand platforms, that provide compensation directly or indirectly to a domestic worker for the performance of domestic services and any person or persons acting directly or indirectly in the interest of the employer in relation to the domestic worker.

Referral agency: any person or entity that procures, or attempts to procure, directly or indirectly through placement in a physical or virtual labor pool:

- (1) employees; and
- (2) after the procurement does not continue involvement in the terms of exchange of domestic services with the employees in any way, with the exception of the following:
 - (a) continuing to display, host, or advertise, either through physical means or virtual means, the workers’ contact information, job qualifications, resume, image, or digital profile which employers or clients can use to independently contact employees about employment; or
 - (b) removing, either through physical means or virtual means, the workers’ contact information, job qualifications, resume, image, or digital profile, which employers or clients can use to independently contact employees, upon the mandate of any federal, State, or local laws.

NOTE: Attach additional sheets as necessary if you need more space to provide complete answers or information.

I. Basic Information

This written contract contains the agreed-upon terms and conditions of employment and services between _____ (“Employer”) and _____ (“Employee”).

- 1. Employer Contact Information
 - a. Employer name _____
 - b. Employer phone number _____
 - c. Employer email _____
 - d. Employer address _____

2. Co-Employer Contact Information (if applicable)
- a. Employer name _____
 - b. Employer phone number _____
 - c. Employer email _____
 - d. Employer address _____
3. Employee Contact Information
- a. Employee name _____
 - b. Employee phone number _____
 - c. Employee email _____
 - d. Employee address _____
4. Individual(s) receiving care or companion services (if applicable)
- a. Full name _____
 - b. Age _____
 - c. Emergency Contact Name _____
 - d. Additional Information about individual receiving care services _____

5. The place of work is located at (address) _____

6. The start date of employment is _____
7. The length of employment (check one):
- Option 1: The length of employment is until either party ends the agreement.
 - Option 2: The employment between the parties will end on _____ (“Termination Date”).
8. Type of position (check one):
- Option 1: Live in the employer’s home.
 - Option 2: Live outside the employer’s home.

Notification of Termination

Domestic Workers' Bill of Rights (N.J.S.A. 34:11-74)

An employer of a domestic worker must notify the domestic worker of the termination of employment at least two weeks prior to the date of termination, and for a live-in domestic worker, the employer must notify the domestic worker of the termination of employment at least four weeks prior to the date of termination.

The employer is not required to provide the domestic worker with prior notification of termination of employment under the following circumstances:

If the employer has a good-faith belief and without reckless disregard or willful ignorance of the truth that the domestic worker has engaged in "significant misconduct;" defined in the law to mean, "that the domestic worker 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," or

If the employer is a temporary help service firm, employment agency, or other staffing or placement agency, health care service firm, home health agency, or hospice provider, the domestic worker completes placement in a particular position and is not immediately placed or scheduled for another position by an employer if the employer, but the domestic worker remains on the employer's payroll for future placement opportunities, or

If the domestic worker is employed by an employer that is an individual (and not a temporary help service firm, employment agency, or other staffing or placement agency, health care service firm, home health agency, or hospice provider), regardless of whether the employer is the person receiving care from the domestic worker, and the domestic worker completes or fulfills all duties of the position, and there is no longer a practicable need for the position, including, but not limited to, if the domestic worker's employer is an individual who has employed the domestic worker to care for a person who is terminally ill and the terminally ill person passes away.

Failure to provide the two-week or four-week notification as required, will entitle the domestic worker to severance pay in the amount of the domestic worker's regular hourly rate multiplied by the regular number of hours worked over the period of time during which the required notification was not provided.

For information on Unemployment Insurance see myunemployment.nj.gov.

II. Job Position and Responsibilities

Job Position

- | | |
|--|--|
| <input type="checkbox"/> butler or food service | <input type="checkbox"/> gardener / groundskeeper |
| <input type="checkbox"/> caregiver or caretaker for convalescing, disabled, elderly, or ill person | <input type="checkbox"/> housekeeper / house cleaner |
| <input type="checkbox"/> child care provider / nanny | <input type="checkbox"/> personal organizer |
| <input type="checkbox"/> cook | <input type="checkbox"/> valet |
| <input type="checkbox"/> other _____ | |

For the above position, the employee agrees to perform the following duties (check all that apply):

Personal and Health Care

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

Household Support/Cleaning

- Prepare meals
 - Assist with feeding
 - Clean dishes and kitchen
 - Vacuum
 - Dust
 - Mop
 - Clean windows
 - Clean bathrooms
 - Clean garage
 - Provide transportation to/from _____
 - Light cleaning, including _____
 - Pet care, including _____
 - Other tasks, including _____
- Wash, dry, fold and put away laundry
 - Change bed sheets
 - Replace towels
 - Make beds
 - Take out trash and recycling
 - Shop for groceries
 - Run errands
 - Coordinate transportation

Companionship and Support

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

Child Care

- Assist with bathing
 - Assist with dressing
 - Assist with toileting
 - Provide emotional support
 - Research, plan and participate in enrichment activities, including _____
- Facilitate naps
 - Care for a sick child and administer medicine, as needed
- Organize or supervise a child's daily activities, including (for example) games, walks, play dates, playground outings, homework, reading to the child _____
 - Other tasks, including _____
-

Household Support Related to Child Care

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

Yard work

- Yard work, including _____

Other

- Other tasks, including _____

The employer and employee understand that the employee may complete additional tasks as part of their employment, that all time spent working must be compensated, and that the above list of job responsibilities is not exhaustive.

III. Work Schedule

of hours per week: _____

- Sunday Start time _____ End time _____
- Monday Start time _____ End time _____
- Tuesday Start time _____ End time _____
- Wednesday Start time _____ End time _____
- Thursday Start time _____ End time _____
- Friday Start time _____ End time _____
- Saturday Start time _____ End time _____

IV. Rest and Breaks

Days off (specify) _____

Hours for "Live-in" Domestic Workers

Domestic Workers' Bill of Rights (N.J.S.A. 34:11-73)

A live-in domestic worker must not be required to work more than six consecutive days for the same employer without a 24-hour period of rest, which may be unpaid.

Additionally, per N.J.A.C. 12:56-5.3, employees who reside on their employer's premises must be paid for not less than eight hours each day they work.

Workday meal break: _____ minutes _____ times a day Paid Unpaid

Workday rest break: _____ minutes _____ times a day Paid Unpaid

Other: _____

Workday sleeping period for live-in workers (specify): _____

Paid Unpaid

Workday personal time for live-in workers (specify): _____

Paid Unpaid

Other: _____

Sleep Time

Please note the Fair Labor Standards Act and NJ Wage and Hour law govern under what circumstances an employer may exclude sleep time from an employee's hours worked. For more information and to ensure contracts are, at minimum, consistent with these laws, see nj.gov/labor and www.dol.gov.

USDOL Wage and Hour Division in NJ
609-538-8310 (Southern NJ) or
908-317-8611 (Northern NJ)

Meal and Rest Breaks

Domestic Workers' Bill of Rights (N.J.S.A. 34:11-72)

An employer of a domestic worker must comply with the following:

- a. An employer of a domestic worker 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. In those types of work where the domestic worker is not relieved of all work duties, an "on-duty" rest period shall be provided. The employer shall pay the domestic worker for the time spent on a rest break at the domestic worker's regular rate of pay.
- b. The employer 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 and is permitted to leave the work site during that break, the meal period shall be considered an "on-duty" meal period and shall be paid at the domestic worker's regular rate of pay.
- c. An "on-duty" meal or rest 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 or rest period is agreed to. The agreement may be revoked by the domestic worker, in writing, at any time. The domestic worker may, to the extent possible given the domestic worker's duties for the employer, engage in personal activities, such as resting, eating a meal, drinking a beverage, making a personal telephone call, or making other personal choices during "on-duty" meal or rest periods.

d. The employer shall not impede or discourage a domestic worker from taking any meal or rest breaks.

V. Compensation

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:

Weekly: _____

Bi-weekly

Other: _____

On the following day of the week:

Sunday

Wednesday

Friday

Monday

Thursday

Saturday

Tuesday

Minimum Wage and Overtime

Domestic Workers' Bill of Rights (N.J.S.A. 34:11-74)

Every year, New Jersey updates the minimum wage rate, which is more than \$15 an hour for most workers. The new rates are announced in the fall on the NJDOL website. Find them at nj.gov/labor/minwage. Most employees are entitled to 1.5 times their regular pay for each hour worked after 40 hours in a week.

Learn more at myworkrights.nj.gov.

Domestic worker will be entitled to a _____ % raise every year.

Domestic worker will receive additional compensation amount of \$ _____ for the following (for example, added duties, additional multilingual skills, travel) _____

Domestic worker will receive the following additional benefit(s), for example, transportation or reimbursement for transportation, health insurance or reimbursement for health insurance premiums _____

VI. Leave Policies

Sick Leave

Under N.J.S.A. 34:11D-1 et seq., the New Jersey Earned Sick Leave Law, each employer must provide up to 40 hours of earned sick leave per year to each employee. The employer must allow the earned sick leave to be accrued at a rate of one hour of earned sick leave for every 30 hours worked, or must advance all 40 hours of earned sick leave to the employee on the first day of the benefit year.

Learn more at mysickdays.nj.gov

Additional sick leave, if any (specify quantity, accrual method, allowable purposes, notice requirements, carryover, whether it is paid or unpaid, and any other condition) _____

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 it is paid or unpaid) _____

Family Leave and Family Leave Insurance

Under N.J.S.A. 34:11B-1, et seq., the New Jersey Family Leave Act, each employer with 30 or more employees must in any 24-month period provide each covered employee with 12 weeks of paid or unpaid, job-protected leave from employment so that the employee may provide care made necessary by reason of the birth of a child of the employee, including a child born pursuant to a valid written agreement between the employee and a gestational carrier; the placement of a child into foster care with the employee or in connection with adoption of such child by the employee; the serious health condition of a family member of the employee; or, certain circumstances related to known or suspected exposure to a communicable disease, or efforts to prevent spread of communicable disease during a state of emergency declared by the Governor or when indicated to be needed by the Commissioner of Health or other public health authority.

For purposes of the New Jersey Family Leave Act, an employee is covered if the employee has been employed by that employer (the one from which the employee is seeking leave) for at least 12 months and for not less than 1,000 hours during the immediately preceding 12-month period.

Under N.J.S.A. 43:21-39.1 et al., the New Jersey family leave insurance law, a covered employee who is on leave without pay from employment to care for a family member suffering from a serious health condition; to be with a child during the first 12 months after the child's birth, if the individual, or domestic partner or civil union partner of the individual is a biological parent of the child, or is a parent of the child pursuant to a valid gestational carrier agreement, or the first 12 months after the

placement of the child for adoption or as a foster child with the individual; to engage in activities for which unpaid leave may be taken pursuant to the NJ SAFE Act, N.J.S.A. 34:11C-3, if the individual is a victim of an incident of domestic violence, a sexually violent offense, or to assist a family member of the individual who has been a victim of an incident of domestic violence or a sexually violent offense; or due to certain circumstances related to known or suspected exposure to a communicable disease, or efforts to prevent spread of a communicable disease during a state of emergency declared by the Governor or when indicated to be needed by the Commissioner of Health or other public health authority, may be eligible for up to 12 weeks of family leave insurance benefits; that is, a monetary benefit that would act as partial wage replacement during the period of leave. In order to obtain those benefits, the employee would be required to apply to the New Jersey Department of Labor and Workforce Development.

Learn more at myleavebenefits.nj.gov

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

Medical Leave and Temporary Disability Insurance

The Federal Family and Medical Leave Act entitles an eligible employee to 12 weeks of paid or unpaid, job-protected leave in a 12-month period for the birth of a child and to care for the newborn child within one year of birth; the placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement; to care for the employee's spouse, child or parent who has a serious health condition; a serious health condition that makes the employee unable to perform the essential functions of the employee's job; or any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on covered active duty.

Under the FMLA, an eligible employee is one who works for a covered employer, has worked for the employer for a total of 12 months, has worked 1,250 hours during the 12 months prior to the start of the leave, and works at a location where the employer has 50 or more employees within 75 miles.

Under the FMLA, a covered employer is one with 50 or more employees for at least 20 workweeks in the current or preceding calendar year.

Under N.J.S.A. 43:21-25 et seq., the New Jersey Temporary Disability Benefits Law, a covered employee who is on leave without pay from employment due to the employee's own disability may be eligible for up to 26 weeks of temporary disability insurance benefits; that is, a monetary benefit that would act as partial wage replacement during the period of leave. In order to obtain those benefits, the employee would be required to apply to the New Jersey Department of Labor and Workforce Development.

Learn more at myleavebenefits.nj.gov

VII. Holidays

The domestic worker will receive the following holidays off (check all that apply):

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

The domestic worker will receive holiday premium pay of \$ _____ for working on the following holidays _____

VIII. Living Accommodations

The domestic worker will live in the following accommodations provided by the employer(s):

Employer’s home (address and description of living quarters) _____

Other location (address and description of living quarters) _____

Monetary value of housing provided _____

Employer(s) require(s) that the domestic worker reside at this location.

Employer(s) will not enter the domestic worker’s designated living quarters except under these conditions _____

The domestic worker will have the following opportunity to access telephone and Internet services on premises _____

Privacy

Domestic Workers’ Bill of Rights (N.J.S.A. 34:11-75)

The employer of a domestic worker is expressly prohibited from the following:

1. Keeping or holding the original copies of any personal documents of a domestic worker, or
2. Monitoring or recording, through any means, the activities of a domestic worker either (a) using any bathroom or similar facilities, (b) in the living quarters of a domestic worker, or (c) while the worker is engaged in any activities associated with dressing or changing clothes, or
3. Monitoring, recording, or interfering with the private communications of a domestic worker.

IX. Raising and Addressing Grievances

The employer(s) and the domestic worker will use the following process to raise and address grievances _____

X. Workers' Compensation

Under N.J.S.A. 34:15-92, each employer of a domestic worker must provide written notice to the domestic worker of workers compensation insurance coverage and cancellation of a policy.

If a domestic worker is injured on the job, the domestic worker may be eligible to collect workers' compensation benefits.

Learn more at nj.gov/labor/wc.

XI. Additional Terms and Conditions of Employment

XII. Contract Term/Duration

Contract Start Date _____

Contract End Date _____

XIII. Signatures to the Agreement

The undersigned parties have reviewed and voluntarily agree to abide by the terms within this agreement.

Employer's Name Employer's Signature Date

Co-Employer's Name (if applicable) Co-Employer's Signature (if applicable) Date

Domestic Worker's Name Domestic Worker's Signature Date

Employers must keep record of this contract in order to demonstrate compliance
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