

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.

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 Worker 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

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

Division of Wage & Hour Compliance
wage.hour@dol.nj.gov • 609-292-2305 • nj.gov/labor

Learn More

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

Modèl Kontra Deklarasyon Dwa Travayè Domestik nan New Jersey

Egzijans pou Kontra Ekri yo

Deklarasyon Dwa Travayè Domestik yo, N.J.S.A. 34:11 -69 e swivan, egzije yon kontra alekri ki kontwole travay ant yon antite anbochaj epi yon travayè domestik, alesepsyon "travay pa okazyon" oswa travay ki mwens pase senk èdtan pa mwa. (N.J.S.A. 34:11 -71).

Lwa a aplike pou travayè domestik ki kouvri yo, kèlkeswa sityasyon imigrasyon yo.

Kontra a dwe an Anglè ak nan lang prefere travayè domestik la. (N.J.S.A. 34:11-71c.).

Antite anbochaj(yo) ansanm ak travayè domestik la dwe gen ase tan pou revize kontra a. Yo dwe siyen ak date kontra a. (N.J.S.A. 34:11 -71a.).

Yon ajans referans oswa ajans travay dwe founi travayè domestik yo ansanm ak yon antite anbochaj(yo) enfòmasyon konsènan egzijans kontra yo nan Deklarasyon Dwa Travayè Domestik la lè antite anbochaj(yo) konekte avèk yon travayè domestik. Ajans referans oswa ajans travay la dwe mete kontra modèl sa a aladispozisyon antite anbochaj(yo). (N.J.S.A. 34:11- 71 e.).

Kontra ant antite anbochaj(yo) epi travayè domestik ki kouvri a dwe gen nan li (N.J.S.A. 34:11 -71 a.):

- Yon lis devwa travay byen presi
- Salè pa èdtan ak salè èdtan sipleman
- Orè chak semèn ki gen ladan kantite èdtan pa semèn
- Metòd peman epi chak kilè
- Brek pou repo ak repa
- Konje peye oswa konje san peye, ansanm ak konje maladi
- Jou ferye peye
- Nenpòt lòt benefis ki bay
- Mòd transpò obligatwa epi si yo bay yo
- Valè lojman an sou plan lajan, si yo bay li

**Patwon yo dwe konsève dosye sou kontra
sa a pou yo ka demontre konfòmite.**

Divizyon Salè & Orè ak Konfòmite Kontra
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Aprann Plis

Jwenn plis enfòmasyon sou
Deklarasyon Dwa Travayè
Domestik NJ yo sou
nj.gov/labor/domesticworkers

- 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).

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.

- Peryòd somèy ak tan pèsònèl pou travayè ki dòmi leve yo
- Peryòd/dire kontra a
- Nenpòt lòt kondisyon jeneral travay

Kontra alekri ant travayè domestik la ak antite anbochaj(yo) k ap anplwaye l la **pa** dwe genyen ni:

- (1) Yon akò abitraj obligatwa anvan konfli obligatwa pou reklamasyon yon travayè domestik kouvri fè kont yon antite anbochaj konsènan dwa lokal travayè a, ni
- (2) Yon akò pou non-divulgasyon, oswa yon akò pou non-konkirans oswa pou non-denigremant, ki limite kapasite travayè domestik ki kouvri a pou l chèche jwenn konpansasyon pou akonpli sèvis domestik apre travayè a sispann resevwa konpansasyon nan men antite anbochaj la pou akonplisman sèvis domestik yo. (N.J.S.A. 34:11-71 b.)

Patwon an ak anplwaye a dwe antann sou modèl kontra ekri sa a epi siyen li. Paske yon travayè domestik kapab ko-anplwaye nan plis pase yon sèl antite anbochaj, modèl kontra ekri sa a pèmèt pati yo enkli plizyè antite anbochaj ko-patwon. Kote gen yon sèl patwon, itilizatè modèl kontra ekri sa a ka iyore referans ak ko-patwon ak ko-travay yo.

Lè yon patwon gen yon relasyon travay ki monte youn sou lòt avèk yon lòt antite anbochaj parapò ak travay yon travayè domestik, antite yo ki gen yon relasyon travay ki monte youn sou lòt avèk travayè domestik la responsab ansanm e yon fason solidè pou nenpòt vyolasyon Deklarasyon Dwa Travayè Domestik la. (N.J.S.A. 34:11 -79a.).

Klòz lang dominan: Vèsyon lang Anglè yon kontra ap kontwole nan tout aspè epi l ap dominan sizoka gen nenpòt enkonsistans avèk vèsyon tradui, si genyen.

Aplikasyon Kontra

Dapre Deklarasyon Dwa Travayè Domestik yo, yon gwo vyolasyon yon antite anbochaj(yo) komèt nan kontra avèk yon travayè domestik ap reprezante yon vyolasyon lalwa, kèlkeswa si vyolasyon an se yon dispozisyon kontra Deklarasyon Dwa Travayè Domestik yo egziye. (N.J.S.A. 34:11-77c). Nan ka sa, antite(yo) ki ap anboché a ka fè fas ak aksyon ki aplike pa la lwa nan men Depatman Travay ak Devlopman Mendèv léta New Jersey.

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.

Definisyon kontra ekri dapre N.J.S.A. 34:11-70

Travay pa okazyon: travay ki (1) iregilye, pa sèten, oswa travay akseswa nan nati ak dire, epi (2) ki diferan nan nati parapò ak tip travay travayè a angaje nan li òdinèman

Travayè domestik: Nenpòt travayè ki:

- (1) Travay pou youn oswa plizyè patwon, epi
- (2) Se youn moun k ap travay nan rezidans nan bi pou bay nenpòt nan sèvis annapre la yo:
 - (a) Pran swen youn timoun,
 - (b) Sèvi kòm youn konpayon oswa moun k ap okipe youn moun ki malad, nan konvalesans, oswa granmoun aje oswa youn moun ki gen youn andikap,
 - (c) Menaj oswa netwayaj kay,
 - (d) Kwit manje,
 - (e) Bay sèvis manje oswa sèvitè,
 - (f) Pakin machin,
 - (g) Netwayaj lesiv,
 - (h) Jadinaj,
 - (i) Òganizasyon pèsònèl, oswa
 - (j) Pou nenpòt lòt bi sèvis domestik.

Sa ki annapre la eskli ekspresman nan definisyon “travayè domestik:”

- (1) Yon manm fanmi; pi presizeman “yon konjwen, pitit, paran, frè/sè, matant, tonton, nyès, neve, kouzen/kouzin jèmen, granparan, pitit-pitit, bòpè, bèlmè, bofis, bèlfi, paran pa alyans, pitit pa alyans, frè pa alyans, sè pa alyans, demi-sè, demi-frè, oswa demi-sè, kit moun lan se fanmi menm san, fanmi pa maryaj oswa adopsyon,”
- (2) Yon moun ki prensipalman angaje bebisit, lagad bèt kay oswa mache chen,
- (3) Yon moun k ap travay nan youn biznis ki opere sitou deyò rezidans lan, tankou youn biznis gadri lakay,
- (4) Yon moun ki gen travay prensipal ki enplike reparasyon oswa antretyen nan kay, tankou repare twati, plonbye, mason, pent, oswa lòt kontraktè sanblab,
- (5) Yon anplwaye Eta oswa Etazini, oswa
- (6) Yon moun ki etabli kòm youn gadyen legal fanmi, jan sa defini nan N.J.S.A. 3B:12A-2, pou youn timoun ki abite nan rezidans lan oswa youn moun ki patisipe nan Pwogram Kinship Navigator, jan Depatman Timoun ak Fanmi otorize, antanke responsab swen youn timoun ki abite nan rezidans lan epi ki resevwa sèvis youn founisè sèvis kinship navigator bay.

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 _____

Ajans travay: nenpòt moun oswa antite ki jwenn, oswa ki eseye jwenn, nenpòt travayè pou referans bay yon lòt pati.

Antite anbochaj: nenpòt patwon, jan sa defini nan N.J.S.A. 34:11-4.1, ki anplwaye yon travayè domestik epitou sa vle di nenpòt moun, antrepriz, biznis, patenarya, asosyasyon, sosyete ak responsablite limite, oswa lòt antite, sa gen ladan referans, travay, epi platfòm baze sou entènèt oswa sou demann, ki bay konpansasyon dirèkteman oswa endirèkteman a yon travayè domestik pou reyalizasyon sèvis domestik la ak nenpòt moun oswa plizyè moun k ap aji dirèkteman oswa endirèkteman nan enterè patwon an pou sa ki konsène travayè domestik la.

Ajans referans: Nenpòt moun oswa antite ki rekrute, oswa eseye rekrute, dirèkteman oswa endirèkteman atravè plasman nan yon mendèv fizik oswa vityèl:

- (1) anplwaye yo; epi
- (2) apre akizasyon an pa kontinye patisipasyon nan kondisyon echanj sèvis domestik ak anplwaye yo nan yon fason kèlkonk, alesepsyon sa ki annapre la yo:
 - (a) kontinye montre, òganize, oswa fè piblisite, swa atravè mwayen fizik oswa mwayen vityèl, enfòmasyon kontak travayè yo, kalifikasyon travay yo, CV, imaj, oswa pwofil dijital patwon oswa kliyan ka itilize poukont yo pou kontakte anplwaye yo osijè travay; oswa
 - (b) retire, swa atravè mwayen fizik oswa mwayen vityèl, enfòmasyon kontak travayè yo, kalifikasyon travay yo, CV, imaj, oswa pwofil dijital, ke patwon yo oswa kliyan yo ka itilize pou kontakte anplwaye yo poukont yo, konfòmman ak manda nenpòt lwa federal, Eta oswa lokal.

Ou ka ajoute yon lòt fèy papyé si sa nesèsè si ou bezwen plis espas pou bay repons yo oswa enfòmasyon yo.

I Enfòmasyon Debaz

Kontra alekri sa a gen kondisyon jeneral travay ak sèvis ki antann ant

_____ ("Patwon") ak
_____ ("Anplwaye").

1. Enfòmasyon Kontak Travay

- a. Non patwon an _____
- b. Nimewo telefòn patwon an _____
- c. Imèl patwon an _____
- d. Adrès Travay la _____

2. Co-Employer Contact Information

- 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. Emergency Contact Phone Number _____
- e. 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.

2. Enfòmasyon Kontak Ko-Patwon

- a. Non patwon an _____
- b. Nimewo telefòn patwon an _____
- c. Imèl patwon an _____
- d. Adrès Travay la _____

3. Enfòmasyon Kontak Anplwaye

- a. Non anplwaye a _____
- b. Nimewo telefòn anplwaye _____
- c. Imèl anplwaye a _____
- d. Adrès anplwaye a _____

4. Moun(yo) k ap resevwa swen oswa sèvis konpayon (si sa aplikab):

- a. Non Konplè: _____
- b. Laj: _____
- c. Non Kontak pou Ka Dijans: _____
- d. Nimewo Telefòn Kontak pou Ka Dijans lan: _____
- e. Enfòmasyon siplemantè sou moun k ap resevwa sèvis swen yo:

5. Anplasman travay la sitiye nan (adrès):

6. Dat kòmansman travay la se: _____

7. Dire travay la (tcheke youn):

- ☐ Opsyon 1: Dire travay la se jiskaske youn nan pati yo mete fen nan akò a.
- ☐ Opsyon 2: Travay ant pati yo ap fini le _____ ("Dat Finisman travay").

8. Tip pòs (tcheke youn):

- ☐ Opsyon 1: Dòmi leve lakay patwon an.
- ☐ Opsyon 2: Viv deyò kay patwon an.

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*.

Notifikasyon pou Finisman travay

Deklarasyon Dwa Travayè Domestik yo (N.J.S.A. 34:11-74)

Patwon yon travayè domestik dwe enfòm travayè domestik la pou revokasyon nan travay la omwen de semèn anvan dat revokasyon an, epi pou yon travayè domestik ki dòmi leve, patwon an dwe enfòm travayè domestik la pou revokasyon an omwen kat semèn anvan dat revokasyon an.

Patwon an pa oblije bay travayè domestik la yon notifikasyon alavans pou finisman travay la nan sikonstans annapre la yo:

Si patwon an kwè ak tout bon fwa epi san mepri ensousyan oswa inyorans volontè verite ke travayè domestik la te angaje nan "gwo move konduit" ki defini nan lalwa ki vle di, "ke travayè domestik la abize, neglije, oswa lakòz nenpòt lòt konduit danjere kont patwon an, manm fanmi patwon a, oswa moun ki abite nan kay patwon an," oswa

Si patwon an se yon antrepriz sèvis èd tanporè, yon ajans travay, oswa yon lòt ajans anplwaye oswa plasman, yon antrepriz sèvis swen sante, yon ajans sante lakay, oswa yon founisè ospis, travayè domestik la fini plasman nan yon pòs an patikilye epi yon patwon pa plase oswa pwograme li imedyatman pou yon lòt pòs si patwon an, men travayè domestik la rete sou pewòl patwon an pou opòtinite plasman alavni, oswa

Si travayè domestik la ap travay ak yon patwon ki se yon moun (e se pa yon antrepriz sèvis èd tanporè, yon ajans travay, oswa yon lòt ajans anplwaye oswa plasman, yon antrepriz sèvis swen sante, yon ajans sante lakay, oswa yon founisè ospis), kèlkeswa si patwon an se moun k ap resevwa swen nan men travayè domestik la, epi travayè domestik la ranpli oswa akonpli tout devwa nan pò la, epi pa gen okenn nesosite pratik pou pòs la ankò, sa gen ladan, men pa sèlman, si patwon travayè domestik la se yon moun ki te anplwaye travayè domestik la pou pran swen yon moun ki malad nan estad tèminal epi moun ki malad nan estad tèminal la mouri.

Si yo pa bay notifikasyon de semèn oswa kat semèn lan jan sa nesèsè, sa ap bay travayè domestik la dwa pou l resevwa peman pou depa ki koresponn ak montan to pa èdtan regilye travayè domestik la miltipliye pa kantite èdtan regilye li travay pandan peryòd kote notifikasyon an pa te bay la.

Pou enfòmasyon sou Asirans Chomaj gade nan *myunemployment.nj.gov*.

II Job Position and Responsibilities

Job Position

- ☐ butler or food service
- ☐ caregiver or caretaker for convalescing, disabled, elderly, or ill person
- ☐ child care provider nanny
- ☐ cook
- ☐ gardener/groundskeeper
- ☐ housekeeper/house cleaner
- ☐ personal organizer
- ☐ valet
- ☐ 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
- ☐ Assist with toileting
- ☐ Provide bowel & bladder care
- ☐ Provide diapering
- ☐ Assist with exercising
- ☐ Assist with or administer medication
- ☐ Other tasks, including: _____

Household Support/Cleaning

- ☐ Prepare meals
- ☐ Assist with feeding
- ☐ Clean dishes and kitchen
- ☐ Vacuum
- ☐ Dust
- ☐ Mop
- ☐ Clean windows
- ☐ Clean bathrooms
- ☐ Clean garage
- ☐ Wash, dry, fold and put away laundry
- ☐ Change bed sheets
- ☐ Replace towels

II Pòs ak Responsablite Travay

Pòs Travay

- ☐ gadò oswa sèvis manje
- ☐ responsab swen oswa moun k ap okipe moun ki konvalesan, andikape, granmoun ajè oswa malad
- ☐ nanny founisè gadri timoun / bòn
- ☐ kizinye
- ☐ jadinnye / gadyen tè
- ☐ travay menaj / netwayan kay
- ☐ òganizatè pèsònèl
- ☐ valè
- ☐ lòt _____

Pou pòs ki endike anwo a, anplwaye a dakò pou l fè devwa annapre la yo (tcheke tout sa ki aplike yo):

Swen Sante ak Swen Pèsònèl

- ☐ Ede pou transfè
- ☐ Ede pou mache
- ☐ Ede pou benyen
- ☐ Ede pou abiye/dezabiye
- ☐ Ede pou kenbe aparans kò
- ☐ Ede pou fè twalèt
- ☐ Bay swen entesten ak blad pipi
- ☐ Bay kouchèt
- ☐ Ede pou fè egzèsis
- ☐ Ede pou medikaman oswa bay medikaman
- ☐ Lòt travay, tankou: _____

Sipò/Netwayaj Fwaye

- ☐ Prepare repae
- ☐ Ede pou manje
- ☐ Netwaye asyèt ak kizin
- ☐ Vakyòm
- ☐ Pousyè
- ☐ Mòp
- ☐ Netwaye fenèt yo
- ☐ Netwaye twalèt
- ☐ Netwaye garaj
- ☐ Lave, seche, pliye epi ranje lesiv
- ☐ Chanje dra kabann
- ☐ Ranplase sèvyèt

- ☐ Make beds
- ☐ Take out trash and recycling
- ☐ Shop for groceries
- ☐ Run errands
- ☐ Coordinate transportation
- ☐ Provide transportation to/from _____
- ☐ Light cleaning, including _____

☐ Pet care, including _____

☐ Other tasks, including _____

Companionship and Support

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

☐ Other tasks, including _____

Childcare

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

☐ Care for a sick child and administer medicine, as needed

☐ Organize or supervise a child's daily activities, including (e.g., games, walks, play dates, playground outings, homework, reading to the child):

☐ Other tasks, including _____

- ☐ Fè kabann
- ☐ Retire fatra ak resiklaj
- ☐ Achte pwovizyon manje
- ☐ Rè komisyon
- ☐ Kowòdone transpò
- ☐ Bay transpò pou ale/retou
- ☐ Netwayaj lejè, ki gen ladan _____

☐ Swen bèt kay, ki gen ladan _____

☐ Lòt travay, tankou _____

Kenbe konpayi ak bay sipò

- ☐ Kenbe konpayi ak fè konvèsasyon
- ☐ Planifikasyon randevou ak aktivite
- ☐ Al fè pwomnad epi pase tan deyò
- ☐ Angajman sosyal, tankou _____

☐ Lòt travay, tankou _____

Gadri pou timoun

- ☐ Ede pou benyen ☐ Ede pou abiye
- ☐ Ede pou fè twalèt ☐ Bay sipò emosyonèl
- ☐ Fasilite kabicha
- ☐ Chèche, planifye ak patisipe nan aktivite anrichisman, ki gen ladan _____

☐ Pran swen yon timoun malad epi bay medikaman, jan sa nesèsè

☐ Òganize oswa sipèvize aktivite toulejou yo pou yon timoun, tankou (pa egzanp, jwèt, mache, randevou pou jwe, pwomnad nan teren jwèt, devwa, fè lekti pou timoun lan:

☐ Lòt travay, tankou: _____

Household Support Related to Childcare

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

- ☐ Other tasks, including _____

Yardwork

- ☐ 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) _____

Sipò nan fwaye ki gen rapò ak gadri timoun

- ☐ Planifye repa pou timoun(yo)
- ☐ Prepare repa pou timoun(yo)
- ☐ Achte pwovizyon manje pou repa timoun(yo) timoun(yo)
- ☐ Netwayaj lejè, ki gen ladan _____

- ☐ Lòt travay, tankou _____

Travay Lakou

- ☐ Travay lakou, ki gen ladan _____

Lòt

- c Lòt travay, tankou _____

Patwon a ak anplwaye a konprann ke Anplwaye a ka fè travay siplemantè kòm nan kad travay li, yo konprann tout tan ki pase travay yo dwe resevwa konpansasyon, epi lis responsablite travay yo ki anwo la a pa gen tout bagay ladan l.

III Orè Travay

kantite èdtan pa semèn _____

- | | | |
|-----------------------------------|--------------------|-------------------|
| ☐ Dimanch | Lè kòmansman _____ | Lè finisman _____ |
| ☐ Lendi | Lè kòmansman _____ | Lè finisman _____ |
| ☐ Madi | Lè kòmansman _____ | Lè finisman _____ |
| ☐ Mèkredi | Lè kòmansman _____ | Lè finisman _____ |
| ☐ Jedi | Lè kòmansman _____ | Lè finisman _____ |
| ☐ Vandredi | Lè kòmansman _____ | Lè finisman _____ |
| ☐ Samdi | Lè kòmansman _____ | Lè finisman _____ |

IV Repo ak Brek

Jou konje yo (presize) _____

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

_____ minutes _____ times a day ☐ Paid ☐ Unpaid

Other: _____

Workday rest break

_____ minutes _____ times a day ☐ Paid ☐ Unpaid

_____ 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

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)

Orè pou Travayè Domestik ki “dòmi leve” yo

Deklarasyon Dwa Travayè Domestik yo (N.J.S.A. 34:11-73)

Yon travayè domestik ki dòmi leve pa dwe oblije travay plis pase sis jou youn dèyè lòt pou menm patwon an san yon peryòd repo 24 èdtan, ki gendwa san peye.

Anplis de sa, dapre N.J.A.C. 12:56-5.3, anplwaye ki abite nan lokal patwon l dwe touche pa mwens pase uit èdtan chak jou li travay.

Lè pou mangé nan jounen trava la.

_____ min. _____ wa pa jou ☐ Peye ☐ San peye

_____ min. _____ wa pa jou ☐ Peye ☐ San peye

Lòt: _____

Lè pou pran repo nan jounen trava la.

_____ min. _____ wa pa jou ☐ Peye ☐ San peye

_____ min. _____ wa pa jou ☐ Peye ☐ San peye

Lòt: _____

Lé dòmi pandan jounen travay la pou travayè k ap domi lèvé yo (présizé)

☐ Peye ☐ San peye

Lé pou zafé pèsònèl pandan jounen travay la pou travayè k ap domi lèvé yo (présizé)

☐ Peye ☐ San peye

Lè pou domi.

Tanpri sonje Lwa sou Nòm Travay Jis la ak Lwa sou Salè ak Lè Travay NJ a di nan ki sikonstans yon travayè ka rétiré tan dòmi nan lè yon anplwaye travay. Pou plis enfòmasyon epi pou asire kontra yo, pou pi piti, konsistan avèk lwa sa yo, alé nan sit sa: nj.gov/labor ak www.dol.gov. Divizyon Salè ak Lè Travay ou bien rélé USDOL nan NJ: 609-538-8310 (Sid NJ) oswa 908-317-8611 (Nò 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:

- 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.
- 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.
- 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.
- 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:

☐ Weekly ☐ Bi-weekly

☐ Other: _____

On the following day of the week:

☐ Sunday ☐ Monday ☐ Tuesday ☐ Wednesday
☐ Thursday ☐ Friday ☐ Saturday

Poz pou repa ak repo

Deklarasyon Dwa Travayè Domestik yo (N.J.S.A. 34:11-72)

Patwon yon travayè domestik dwe respekte sa ki annapre la yo:

- Patwon yon travayè domestik dwe akòde travayè domestik la yon peryòd repo san enteripsyon ki pa mwens pase dis minit pou chak kat èdtan youn apre lòt ap travay, sof si nati travay la anpeche travayè domestik la soti nan tout devwa yo pou peryòd tan sa, tankou kèk travay tip gadri ak travay moun k ap okipe yon moun ki malad, granmoun aje oswa moun ki andikape. Nan tip travay sa yo kote travayè domestik la pa soulaje ak tout devwa travay yo, yo dwe bay yon peryòd repo "desèvis". Patwon a dwe peye travayè domestik la pou tan li pase nan yon poz pou repo nan to regilye peman travayè domestik la.
- Patwon an dwe akòde yon poz pou repa 30 minit san enteripsyon apre plis pase senk èdtan travay youn apre lòt. Sòf si travayè domestik la soulaje ak tout devwa travay yo pandan peryòd 30 minit sa a epi li otorize kite sit travay la pandan brek sa, peryòd repa a ap konsidere kòm yon peryòd repa «desèvis» epi yo dwe peye travayè domestik la nan to peman regilye.
- Yon peryòd repa oswa peryòd repo «desèvis» ap otorize sèlman lè nati travay la anpeche yon travayè domestik soulaje ak tout devwa yo epi lèsa, ak yon akò alekri ant pati yo, antant fèt pou yon peryòd repa oswa peryòd repo «desèvis». Travayè domestik la ka revoke akò a, alekri, nenpòt ki lè. Travayè domestik la ka, nan mezi sa posib, akòz devwa travayè domestik la pou patwon an, angaje l nan aktivite pèsònèl, tankou repoze, manje yon repa, bwè yon bwason, fè yon koufifil pèsònèl oswa fè lòt chwa pèsònèl pandan peryòd repa oswa peryòd repo "desèvis" yo.
- Patwon a pa dwe anpeche ni dekouraje yon travayè domestik pran nenpòt brek repa oswa repo.

V Konpansasyon

To regilye peman an se \$_____ pa èdtan

To peman èdtan sipleman tè la se \$_____ pa èdtan pou chak èdtan (oswa fraksyon èdtan) travay plis pase 40 pa semèn.

Jou peman regilye(yo) pral chak:

☐ Chak semèn ☐ Chak de semèn

☐ Lòt: _____

Nan jou lasemèn annapre la a:

☐ Dimanch ☐ Lendi ☐ Madi ☐ Mèkredi
☐ Jedi ☐ Vandredi ☐ Samdi

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): _____

Salè minimòm ak èdtan siplemantè

Deklarasyon Dwa Travayè Domestik yo (N.J.S.A. 34:11-74)

Chak ane, New Jersey mete ajou salè minimòm nan, ki plis pase \$15 pou 1 inè détan pou pifò travayè yo. Yo anonse nouvo sale yo nan otòn sou sitwèb NJDOL la. Jwenn yo nan nj.gov/labor/minwage.

Pifò travayè yo gen dwa resevwa 1.5 fwa salè regilyé yo pou chak èdtan travay apre 40 èdtan nan yon semèn.

Aprann plis nan myworkrights.nj.gov

Travayè domestik la ap gen dwa ak yon ogmantasyon _____% chak ane.

Travayè domestik la ap resevwa yon montan konpansasyon siplemantè pou \$_____ sa ki annapre la yo (pa egzanp, devwa siplemantè, konpetans siplemantè plizyè lang, depasman): _____

Travayè domestik ap resevwa avantaj siplemantè annapre la(yo), pa egzanp, transpò oswa ranbousman pou transpò, asirans sante oswa ranbousman pou prim asirans sante: _____

VI Règleman Konje yo

Konje maladi

Dapre N.J.S.A. 34:11D-1 e swivan, Lwa New Jersey sou Konje Maladi, chak patwon dwe bay chak anplwaye jiska 40 èdtan konje maladi akeri chak ane. Patwon an dwe pèmèt konje maladi yo akimile nan yon to in-èdtan konje maladi akeri pou chak 30 èdtan travay, oswa li dwe avanse tout 40 èdtan konje maladi akeri yo bay anplwaye a nan premye jou ane avantaj la.

Aprann plis nan mysickdays.nj.gov

Lòt konje maladi, si genyen (presize kantite, metòd akimilasyon, motif admisib, egzijans preyavi, repò, si li peye oswa san peye, ak nenpòt lòt kondisyon): _____

Konje vakans (presize kantite, metòd akimilasyon, egzijans preyavi, repò, moman, si li peye oswa san peye, e nenpòt lòt kondisyon): _____

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

Konje paran pou nesans oswa adopsyon yon timoun (presize dire, egzijans preyavi, si li peye oswa san peye): _____

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 form 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

Konje Familyal ak Asirans Konje Familyal

Dapre N.J.S.A. 34:11B-1, e swivan, nan Lwa sou Konje Familyal New Jersey, chak patwon ki gen 30 anplwaye oswa plis, dwe nan nenpòt peryòd travay 24 mwa, bay chak anplwaye ki kouvri 12 semèn konje peye oswa konje san peye, avèk pwoteksyon travay dekwa pou anplwaye a ka bay swen ki nesèsè akòz nesans yon timoun anplwaye a, sa gen ladan yon timoun ki fèt dapre yon akò ekri valab ant anplwaye a ak yon pòtè jestasyonèl; plasman yon timoun nan fanmi dakèy avèk anplwaye a oswa anrapò avèk adopsyon anplwaye a pou timoun sa; pwoblèm sante grav yon manm fanmi anplwaye a; oswa, sèten sikonstans anrapò avèk ekspozisyon koni oswa ekspozisyon sispèk nan yon maladi atrapan, oswa efò pou anpeche pwopagasyon maladi atrapan pandan yon eta dijans Gouvènè a te deklare oswa lè Komisyone Sante a oswa lòt otorite sante piblik endike sa kòm nesèsè.

Pou rezon Lwa New Jersey sou Konje Familyal, yon anplwaye kouvri si patwon sa a te anboche anplwaye a (fòm anplwaye a ap chèche konje a) pandan omwen 12 mwa epi pandan pa mwens pase 1,000 èdtan pandan peryòd 12 mwa ki anvan an imedyatman.

Dapre N.J.S.A. 43:21-39.1 e swivan, lwa sou asirans konje familyal New Jersey, yon anplwaye kouvri ki nan konje san peye nan travay pou pran swen yon manm fanmi ki soufri yon pwoblèm sante grav; pou rete avèk yon timoun pandan premye 12 mwa apre nesans timoun lan, si moun lan, oswa patnè domestik oswa patnè inyon sivil moun lan se yon paran byolojik timoun lan, oswa se yon paran timoun lan dapre yon akò pòtè jestasyonèl valab, oswa premye 12 mwa apre plasman timoun lan pou adopsyon oswa kòm yon timoun nan fanmi dakèy avèk moun lan; pou patisipe nan aktivite moun ka pran konje san peye pou yo dapre NJ SAFE Act, N.J.S.A. 34:11C-3, si moun lan se viktim yon ensidan vyolans nan kay, yon enfaksyon vyolans seksyèl, oswa pou ede yon manm fanmi moun lan ki te viktim yon ensidan vyolans nan kay oswa yon enfraksyon vyolans seksyèl; oswa akòz sèten sikonstans anrapò ak ekspozisyon koni oswa ekspozisyon sispèk ak yon maladi atrapan, oswa efò pou anpeche pwopagasyon yon maladi atrapan pandan yon eta dijans Gouvènè a deklare oswa lè Komisyone Sante a oswa lòt otorite sante piblik endike kòm nesèsè, gendwa kalifye pou jiska 12

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.

semèn avantaj asirans konje familyal; sètadi, yon avantaj lajan ki ta aji kòm ranplasman pasyèl salè pandan peryòd konje a. Pou jwenn benefis sa yo, anplwaye a ta oblije aplike nan Depatman Travay ak Devlopman Mendèv New Jersey.

Aprann plis nan myleavebenefits.nj.gov

Lòt konje (presize kantite, metòd akimilasyon, egzijans preyavi, repò, moman, si li peye oswa san peye, e nenpòt lòt kondisyon):

Konje Medikal ak Asirans Andikap Tanporè

Lwa sou Konje Familyal ak Medikal Federal bay yon anplwaye ki kalifye dwa pou 12 semèn konje peye oswa konje san peye, avèk pwoteksyon travay nan yon peryòd 12 mwa pou nesans yon timoun ak pou pran swen timoun nouvone a nan yon ane apre li fèt; plasman yon timoun avèk anplwaye a pou adopsyon oswa nan fanmi dakèy ak pou pran swen timoun ki fenk plase a nan ane apre plasman an; pran swen konjwen, pitit oswa paran anplwaye a ki gen yon pwoblèm sante grav; yon pwoblèm sante grav ki fè anplwaye a pa kapab fè fonksyon esansyèl nan travay anplwaye a; oswa nenpòt egzijans kalifye ki soti nan lefèt ke konjwen, pitit gason, pitit fi oswa paran anplwaye a se yon manm militè ki kouvri ki nan sèvis aktif kouvri.

Dapre FMLA, yon anplwaye ki kalifye se yon moun ki travay pou yon patwon ki kouvri, ki te travay pou patwon an pou yon total 12 mwa, ki te travay 1,250 èdtan pandan 12 mwa anvan kòmansman konje a, epi ki travay nan yon kote patwon an gen 50 anplwaye oswa plis nan yon reyon 75 mil.

Dapre FMLA, yon patwon ki kouvri se youn ki gen 50 anplwaye oswa plis pou omwen 20 semèn travay nan ane kalandriye aktyèl la oswa anvan an.

Dapre N.J.S.A. 43:21-25 e swivan, nan Lwa sou Avantaj Andikap Tanporè New Jersey, yon anplwaye kouvri ki nan konje san peman nan travay akòz pwòp andikap anplwaye a gendwa kalifye pou jiska 26 semèn avantaj asirans andikap tanporè; sa vle di, yon avantaj lajan ki ta aji kòm ranplasman pasyèl salè pandan peryòd konje a. Pou jwenn benefis sa yo, anplwaye a ta oblije aplike nan Depatman Travay ak Devlopman Mendèv New Jersey.

Aprann plis nan myleavebenefits.nj.gov.

VII Holidays

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

- | | |
|--|--|
| ☐ New Year's Day | ☐ Labor Day |
| ☐ Martin Luther King, Jr. Day | ☐ Columbus Day |
| ☐ President's Day | ☐ Veteran's Day |
| ☐ Memorial Day | ☐ Thanksgiving |
| ☐ Juneteenth (June 19) | ☐ Christmas Day |
| ☐ Independence Day (July 4) | |
| ☐ 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: _____

VII Jou Ferye

Travayè domestik la ap resevwa konje nan jou ferye annapre la yo (tcheke tout sa ki aplike yo):

- | | |
|--|---------------------------------------|
| ☐ Joudlan | ☐ Fèt Travay |
| ☐ Jou Martin Luther King Jr | ☐ Jou Columbus |
| ☐ Jou Prezidan an | ☐ Jou Veteran |
| ☐ Memorial Day | ☐ Thanksgiving |
| ☐ Juneteenth (19 jen) | ☐ Jou Nwèl |
| ☐ Jou Endependans (4 jiyè) | |
| ☐ Lòt: _____ | |

Travayè domestik la ap resevwa peman prim konje \$ _____ pou travay nan jou ferye annapre la yo: _____

VIII Ebèjman pou Viv

☐ Travayè domestik la ap viv nan ebèjman annapre la yo ke patwon an (patwon yo) bay: _____

☐ Lakay patwon a (adrès ak deskripsyon lojman yo): _____

☐ Lòt kote (adrès ak deskripsyon lojman yo): _____

☐ Valè lajan lojman ki bay: _____

☐ Patwon(yo) egziye pou travayè domestik la abite nan anplasman sa a.

☐ Patwon(yo) p ap antre nan lojman deziyen travayè domestik la sòf nan kondisyon annapre la yo: _____

☐ Travayè domestik la ap gen posiblite ki annapre la a pou jwenn aksè nan sèvis telefòn ak entènèt nan lokal la: _____

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

Konfidansyalite

Deklarasyon Dwa Travayè Domestik yo (N.J.S.A. 34:11-75)

Li entèdi ekspresman pou patwon yon travayè domestik fè sa ki anna-pre la yo:

1. Konsève oswa kenbe kopi orijinal nenpòt dokiman pèsònèl yon travayè domestik, oswa
2. Siveye oswa anrejistre, atravè nenpòt mwayen, aktivite yon travayè domestik swa (a) k ap itilize nenpòt twalèt oswa enstalasyon sanblab, (b) nan lojman yon travayè domestik, oswa (c) pandan travayè a ap angaje nan nenpòt aktivite ki asosye ak abiye oswa chanje rad, oswa
3. Siveye, anrejistre, oswa jennen kominikasyon prive yon travayè domestik.

IX Souleve ak Rezoud Doleyan

Patwon(yo) ak travayè domestik la ap itilize pwosesis annapre la a pou souleve ak rezoud doleyans: _____

X Konpansasyon Travayè

Si yon travayè domestik blese nan travay la, travayè domestik la ka kalifye pou kolekte avantaj konpansasyon travayè yo.

Dapre N.J.S.A. 34:15-92, chak patwon travayè domestik dwe bay travayè domestik la avi alekri sou kouvèti asirans konpansasyon travayè yo ak sou anilasyon yon kontra asirans.

Aprann plis nan nj.gov/labor/wc.

XI Kondisyon Jeneral Sipleman tè nan Travay

XII. Contract Term/Duration / Dire ak tèm Kontra a

Contract Start Date / Dat kontra a ap Kòmansé _____

Contract End Date / Dat Kontra a ap fini _____

XIII. Signatures to the Agreement / Siyati Akò a

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

Pati yo ki siyen anba a te egzamine epi aksepte volontèman pou yo respekte kondisyon ki nan akò sa a.

Employer's Signature
Siyati Patwon an

Date / *Dat*

Employer's Name
Non Patwon an

Co-Employer's Signature (if applicable)
Siyati Ko-patwon an (si sa aplikab)

Date / *Dat*

Co-Employer's Name
Siyati Travayè Domestik la

Domestic Worker's Signature
Siyati Travayè Domestik la

Date / *Dat*

Domestic Worker's Name
Non Travayè Domestik la

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

Patwon yo dwe konsève dosye sou kontra sa a pou yo ka demontre konfòmite.