

## **Model Household Cleaner Employment Contract**

The Employer and Employee should review the contract together to reach agreement on the terms of this contract, subject to the requirements of City of Chicago, Cook County, State of Illinois and Federal Law. After completing all parts of this contract, the Employer must provide the Employee a copy of this contract before the Employee’s first day of work. Additional terms and changes may be made as necessary if agreed to by both the Employer and Employee. The Employer must provide a new copy of the contract to the Employee any time a change or addition is made to the contract.

Beginning January 1, 2022, employers that hire domestic workers to work in Chicago are required to provide domestic workers with a written contract that is agreed upon by the employer and the domestic worker. At the domestic worker’s request, the contract must be provided in the domestic worker’s primary language.

*This document is intended to be a resource and does constitute legal advice. If you need legal advice, please consult an attorney.*

The contract is entered into between .....(“Employer”) and  
.....(“Employee”) on .....(date)

and includes the work conditions listed below:

1. Employee will start employment on ..... (date).
2. Employment length (choose one):  
 Until either party terminates the agreement (see #17)  
 For a fixed term:  
(number of) .....(Weeks)..... Month(s).....Year(s)  
 Other:.....
3. Employee Position/Title: .....
4. Supervisor Name: .....  
Supervisor Contact Information: .....
5. Location of Employment (address): .....

.....  
6. Employer's Address: .....

.....

7. Employee's Contact Information: .....

8. **Work responsibilities.** Employee will perform the following work responsibilities (Provide description of duties and be as specific as possible):

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**Any additions or changes to this list of tasks must be discussed and agreed to by Employer and Employee ahead of time and may be subject to an additional charge.**

9. **Cleaning Supplies** (please all that apply)

\_\_\_\_\_ Employee will provide cleaning supplies.

\_\_\_\_\_ Employer must reimburse Employee for cost of cleaning supplies

\_\_\_\_\_ Employer must pay Employee an additional \$\_\_\_\_\_ flat fee per cleaning.

\_\_\_\_\_ Employer will provide cleaning supplies.

*Domestic workers are particularly at risk for illness due to contact with chemicals found in various cleaning agents. The Employer agrees to allow the Employee to use healthy, ecological cleaning agents.*

**10. Work Schedule:** Employee will work the following days and hours:

Sunday	Start Time:..... am/pm	End Time:.....am/pm
Monday	Start Time:..... am/pm	End Time:.....am/pm
Tuesday	Start Time:..... am/pm	End Time:.....am/pm
Wednesday	Start Time:..... am/pm	End Time:.....am/pm <sup>7</sup>
Thursday	Start Time:..... am/pm	End Time:.....am/pm
Friday	Start Time:..... am/pm	End Time:.....am/pm
Saturday	Start Time:..... am/pm	End Time:.....am/pm

**Total Hours per Week:**.....

**11. Days off and Breaks.** Employee will receive the following:

a. Days off (specify).....  
*Under Illinois law, if Employee works at least 20 hours a week, they are entitled to 24 consecutive hours of unpaid time off each week. If Employee chooses to work on their day off, they must be paid 1.5 times their regular rate of pay for any hours worked over 40 hours a week.*

b. Workday meal and rest breaks

.....min. ....times a day	___ paid	___ unpaid
.....min. ....times a day	___ paid	___ unpaid
Sleeping period (specify).....	___ paid	___ unpaid
Other: .....		

*Under Illinois law, if Employee works at least 7.5 hours in a day, they are entitled to one 20-minute unpaid break, except if Employee is taking care of someone who cannot be left alone. If Employee cannot take a break, they must be paid for all time worked and must be allowed to eat while they work.*

**12. Wages and Benefits**

a. The Employer will pay the employee the following wages (check all that apply):

\_\_\_\_\_ Regular rate of pay is \$..... per hour.

\_\_\_\_\_ Overtime rate of pay is \$..... per hour for every hour (or fraction of every hour) worked over 40 hours per week.

\_\_\_\_\_ Rate for cleaning job \$.....

***As of July 1, 2021:***

***The Illinois minimum wage is \$10.00 per hour, and increases by \$1/hour each January 1 until reaching \$15.00 on 1/1/25.***

***The Cook County minimum wage is \$13.00 per hour, and increases based on the rate of inflation each July 1.***

***Chicago minimum wage is \$15.00 per hour, and increases based on the Consumer Price Index each July 1 .***

*Under Illinois law, The Employee is entitled to 1.5 times their regular hourly pay for each hour worked after 40 hours in a week.*

b. The regular day(s) of payment will be every .....  
by ..... (cash, check, or other form of payment).

***After each payment, the Employer must provide the Employee with a signed and written or typed summary of hours worked and confirmation of payment.***

c. The employer must pay a fine of up to .....% of total payment due for each day of delayed payment.

d. Employee will be entitled to a .....% raise every year.

e. Employee will receive additional compensation of \$..... for the following work responsibilities (e.g., added duties, additional multilingual skills, travel, and additions to Employer’s household):

.....  
.....  
.....  
.....  
.....

f. If the Employer lives far from the Employee's home, the Employer must pay the Employee for the time commuting from the place of employment to the Employee’s home.

- g. Employee will receive the following additional benefit(s) (e.g., transportation or reimbursement for transportation, health insurance or reimbursement for health insurance premiums, etc.):

.....  
.....  
.....

**13. Taxes**

The Employer will pay and withhold the required taxes by law, along with income taxes per the Employee’s instructions and all other applicable taxes.

**14. Wage Deductions:**

Any deductions from the Employee’s pay must be mutually agreed upon and consistent with federal, state, and local law. Under Illinois law, Employer must provide Employee a written explanation of every deduction made every time the Employer pays Employee.

Health Insurance:..... \$ per..... (paycheck, month, etc.)

Food and beverages:..... \$ per..... (paycheck, month, etc.)

*Any food or beverage deductions cannot be more than the actual cost of food and beverages actually provided to the Employee.. If food and beverages provided to Employee are required by Employer or are not the Employee’s preferred food or beverages, deductions for food and beverages are not permitted.*

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

.....  
*The Employer agrees to pay Employee cash wages equivalent to at least the minimum wage rate for all hours worked after all wage deductions are taken into account.*

**15. Leave Policies and Holidays**

Employee will receive the following leave:

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

.....  
.....  
.....

*In Chicago and Cook County, employers must provide and allow employees to use at least one hour of paid sick time for every 40 hours the employee works. Under both laws, these days can be used to care for Employee's own or family member's health, in case of public health emergencies or school closure, for time to address domestic violence, and other reasons.*

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

.....  
.....  
.....

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

.....  
.....  
.....

*Employment must not be terminated because of the Employer's assumption that the Employee will leave work after taking maternity leave.*

- d. Other:

.....  
.....  
.....

- e. Employee will receive the following holidays off (check all that apply and circle whether paid or unpaid):

- .....New Year's Day (paid or unpaid)
- .....Martin Luther King, Jr. Day (paid or unpaid)
- .....President's Day (paid or unpaid)
- .....Memorial Day (paid or unpaid)
- .....Independence Day (July 4) (paid or unpaid)
- .....Labor Day (paid or unpaid)

.....Columbus Day (paid or unpaid)

.....Veteran’s Day (paid or unpaid)

.....Thanksgiving Day (paid or unpaid)

.....Christmas Day (paid or unpaid)

Other:.....(paid or unpaid)

Other: .....(paid or unpaid)

Other: .....(paid or unpaid)

f. Employee will receive holiday premium pay of \$..... per  
.....(hour or day) for working on the following holidays:

.....  
.....  
.....  
.....

**16. Recordkeeping**

As required under Federal and Illinois law, Employer agrees to make and keep pay and time records for Employee. Employer also agrees to make and keep records of any leave, such as sick, vacation, or parental leave, accrued or used by the Employee.

**17. Cancellation Policies**

- a. One-Time Cancellations: Employer will give a minimum 1-week notice to cancel any scheduled job. This includes 1-time jobs and/or regular ongoing jobs, such as a weekly or monthly cleaning. Employer will pay the worker half of the agreed upon regular rate upon cancellation. If Employer does not give a full week’s notice, the Employer will pay the full agreed upon rate.
- b. Mid to Long-term Cancellations: If the Employer does not need the employee for 2 weeks or more, the Employer must notify the Employee at least two weeks in advance and should be prepared to either lose this Employee, agree to pay Employee during the time of their absence, or provide Employee with replacement work for the time being.

**18. Termination or Severance of Employment**

- a. The Employer or Employee must provide at least .....(number) weeks notice before terminating this employment contract. If the Employer

terminates the contract, the Employer will provide .....(number) weeks of salary as severance.

- b. If the Employer fails to provide adequate notice as described above, the Employee will receive ..... weeks of pay in lieu of notice, unless termination is for cause.
- c. The following shall constitute cause for termination (not an exhaustive list):

.....

.....

.....

**19. Letter of Recommendations and References**

- a. The Employer must provide the Employee with a letter of recommendation at the end of the first year of employment and at the end of each additional year of employment.
- b. The Employer must provide the Employee with a signed letter of reference upon the Employee’s request.

**20. Workers Compensation**

If Employee is injured on the job, Employer must pay for all related medical expenses.

**21. Other Terms**

If the place of employment has an alarm system or cameras installed, the employer must inform the Employee in writing of the alarm system and the locations of the cameras. Cameras cannot be installed in bathrooms.

Other:

.....

.....

**22. Raising and Addressing Grievances**

The Employee and Employer, in good faith, must work together to resolve any occurring problems and establish a mutual path of effective communication.

Employer and Employee must use the following process to raise and address grievances:

.....

.....

.....



**23. Overview of Legal Protections**

The Employer understands that the Employee is protected under local, state, and federal labor and employment laws regardless of race, sex, sexual orientation, age, national origin, immigration status or other protected class as defined by law. The Employer also understands that it is illegal to retaliate against the Employee for asserting rights under this employment contract or other labor or employment law.

**24. Other:** .....

## Model Household Cleaner Employment Contract

### **Signatures to the Agreement**

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

.....  
Employer Signature Date

.....  
Employer Name

.....  
Employee Signature Date

.....  
Employee Name

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

.....  
Shared Services Employer Signature Date

.....  
Shared Services Employer Name

In presence of

.....  
Witness Signature Date

.....  
Witness Name

## Acknowledgement of Receipt of Written Employment Contract

I.....(Employee), acknowledge that

I have received a copy of the Employment Contract with

.....(Employer) dated

.....

The copy of the contract was provided in my primary language.

.....  
Employee's Signature

.....  
Date

.....  
Employee's Name