

ATTENDANT CARE EMPLOYMENT CONTRACT

This contract is made on the ____ day of ____ in the year ____, between
____ (Employer) and ____ (Employee).

1. Employment Terms

Employee will start employment on: ____ (date).

2. Location of Employment

The primary location of employment is the Employer's private residence:
____ (address)

3. Household Information

Household members include: # of Adults ____ # of Children ____

Are there any pets in the household? Yes No

If yes, what kind and how many? _____

Will Employee be expected to care for the pets? Yes No

4. Live-In/Live-Out

Employee will live in the Employer's home.

Employee will not live in the Employer's home.

Other living arrangements: _____

5. Work Schedule

Employee will work the following schedule:

Sunday Begin: _____ am/pm End: _____ am/pm

Monday Begin: _____ am/pm End: _____ am/pm

Tuesday Begin: _____ am/pm End: _____ am/pm

Wednesday Begin: _____ am/pm End: _____ am/pm

Thursday Begin: _____ am/pm End: _____ am/pm

Friday Begin: _____ am/pm End: _____ am/pm

Saturday Begin: _____ am/pm End: _____ am/pm

6. Job Responsibilities

Employee will perform the follow job responsibilities:

Attendant care

- Transfer
 - Stand-and-pivot*
 - Cradle lift*
 - Equipment-assisted transfer

- Bathing
- Dressing/undressing
- Grooming
- Toileting
- Feeding

* Employer shall limit the total number of lifts required per shift such that the long-term health and safety of Employee is balanced with the care needs of the Employer to the maximum extent feasible.

Housekeeping

- Vacuuming
- Dusting
- Mopping
- Sweeping

- Shopping
- Cooking
- Dishwashing
- Countertops

- Laundry
- Bathrooms

- Other: _____
- Other: _____
- Other: _____

Pet Care

- Feeding
- Walking
- Grooming
- Other: _____

7. Wages

a. Wages

The Employer will pay the Employee the following wages:

Regular rate of pay is ____ per hour.

Overtime rate of pay is ____ per hour for every hour worked over 40 hours per week.

Travel rate of pay is _____ per day.

b. Additional Compensation

Employee will receive the following additional wages (bonus, commission, fringe benefit, other payment): _____

c. Wage Deductions

Employer will make the following deductions from Employee's wages every pay period:

- Federal taxes
- State taxes
- Municipal taxes
- Social Security
- Health Insurance Premium: _____
- Other: _____

d. Pay Frequency

Wages will be paid:

- Weekly
- Bi-Weekly on: _____ of month.

e. Wage Increase

Employee will be considered for a raise every year, based on performance and experience.

f. Records

Employer will maintain a record of hours worked and payment of wages.

8. Benefits

a. Paid or unpaid Leave

Employee will receive the following paid or unpaid leave:

- i. Sick Leave: Employee may use sick leave to attend to his or her own medical needs as well as those of any family member. Whenever sick leave is used, Employee will notify Employer as soon as possible.
- ii. Vacation Leave: Employee will determine the timing of vacation leave. Employee will make every attempt to provide a minimum of two (2) weeks advance notice of his or her intent to use vacation leave.

b. Holidays

Employee and employer will negotiate about whether employee is able to work on a given holiday. If employee works on New Year's Day, Thanksgiving Day, or Christmas Day, employee will receive holiday pay at a rate of 1.5 times the regular rate of pay.

c. Health Benefits

Employer will provide Employee with Health Insurance Yes No

9. Out-of-Town Travel

a. Definition

This section refers to out-of-town travel related to Employee's personal or business needs.

b. Requirements

Employee will be required to travel. Yes No

Employer will discuss travel plans with Employee at least two (2) weeks in advance of planned trips. Employer shall notify Employee of any unexpected out-of-town trips that may occur with less than two (2) weeks notice as soon as possible.

c. Wages

The Employer will pay the Employee the following out-of-town wages:

Travel rate of pay is \$_____ per day.

If Employee does not accompany Employer for out-of-town travel, Employee will not be paid while Employer is away.

d. Additional Compensation

If Employer travels outside of the local area with the Employee, Employer will cover the following associated costs:

- Travel Expenses (plane, train, fuel, etc.)
- Room and board, including 3 meals per day and shared hotel/motel room
- Other: _____

10. Notice of Termination

At-Will Employment

Either party may terminate this employment contract by written notice at any time for any reason or for no reason. This employment contract is intended to be and shall be deemed to be an at-will employment contract and does not constitute a guarantee of continuing employment for any term. However, Employee is asked to provide at least 2-3 weeks notice, if possible, so that Employer may make other arrangements. Similarly, Employer will attempt to provide at least 2 weeks notice, if possible, for Employee to find other employment.

11. Required Documentation

Employee is required to complete necessary Federal and State withholding tax forms on or before their first day of employment including the following:

a. I-9 Employment Eligibility Verification

All employees (citizens and non-citizens) hired after November 6, 1986, must complete Form I-9 to document authorization to work in the United States.

b. W-4

Federal Income Tax form to be completed so that Employer can withhold the correct federal income tax from Employee’s wages.

c. NC-4

State Income Tax form to be completed so that Employer can withhold the correct amount of state income tax from Employee’s wages.

Signature of Employer

Date

Name of Employer (Print)

Signature of Employee

Date

Name of Employee (Print)