



WORK AGREEMENT

INSTRUCTIONS

Please review these questions together to reach agreement on the nature of the regular housecleaning work that's involved. Employer and employee should negotiate the terms of this contract to reach an agreement. Check the appropriate box when selecting a contract term. Additional terms may be added as necessary. Any text in bold provides information on labor laws.

This work agreement was developed on (DATE),
between (EMPLOYER) and (EMPLOYEE)
has the following terms of employment:

1. Employee will start employment on (DATE)
2. Employment term (NUMBER OF) MONTH(S) YEAR(S) OTHER
3. Location of employment is:
..... (ADDRESS)

THE EMPLOYEE WILL LIVE-IN THE EMPLOYER'S HOME LIVE-OUT OF THE EMPLOYER'S HOME

4. Household information:

HOUSEHOLD MEMBERS INCLUDE # OF ADULTS # OF CHILDREN AGE OF CHILDREN

OF PETS IN THE HOUSEHOLD KIND OF PETS

5. Work schedule employee will work the following schedule:

- | | | |
|------------------------------------|--------------------|------------------|
| <input type="checkbox"/> SUNDAY | BEGIN: AM/PM | END: AM/PM |
| <input type="checkbox"/> MONDAY | BEGIN: AM/PM | END: AM/PM |
| <input type="checkbox"/> TUESDAY | BEGIN: AM/PM | END: AM/PM |
| <input type="checkbox"/> WEDNESDAY | BEGIN: AM/PM | END: AM/PM |
| <input type="checkbox"/> THURSDAY | BEGIN: AM/PM | END: AM/PM |
| <input type="checkbox"/> FRIDAY | BEGIN: AM/PM | END: AM/PM |
| <input type="checkbox"/> SATURDAY | BEGIN: AM/PM | END: AM/PM |

6. Job responsibilities:

Employee will perform the following job responsibilities: (CHECK ALL THAT APPLY)

The employee should not be required to perform work for anyone other than the employer signing this agreement.

VACUUMING

DUSTING

MOPPING

DISHWASHING

LAUNDRY

COOKING

SHOPPING

BATHROOMS (#)

YARD WORK

WINDOWS

MAKE BEDS (#)

TAKE OUT TRASH/RECYCLING

KITCHEN CLEAN UP INCLUDING:

CHILDCARE OR ELDER CARE INCLUDING:

OTHER:

Any additions or changes to this list of tasks will be discussed ahead of time, in order to determine whether changes impact number of hours needed to complete work or payment to worker.

7. Wages

A. 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 8 HOURS IN ONE DAY AND 40 HOURS PER WEEK.

*La Colectiva has created a “living wage” pay structure of \$70.00 (or \$60.00 if employer provides the cleaning products) for the first three hours of work and \$15.00 for each additional hour of work. Also, keep in mind that San Francisco law requires that workers be paid at least a minimum wage of \$9.79 per hour and California law requires that workers be paid at least a minimum wage of \$8.00 per hour. California overtime law requires that workers receive overtime compensation at the rate of 1.5 times their regular hourly pay for each hour worked over 8 in one day and 40 hours in a given 7-day work week.

B. Employee will receive compensation in addition to regular and/or overtime wages for the following conditions:

ADDITIONS TO REGULAR WORK RESPONSIBILITIES: \$ (PLEASE DESCRIBE ADDITIONAL RESPONSIBILITIES):

TRAVEL: \$ PER ;

IF EMPLOYEE IS REQUIRED TO WORK ON A HOLIDAY, EMPLOYEE WILL RECEIVE HOLIDAY PAY AT A RATE OF \$

THE HOLIDAY PAY RATE WILL BE PAID ON THE FOLLOWING HOLIDAYS:

.....
.....

EMPLOYEE WILL BE ENTITLED TO A RAISE OF AT LEAST % EVERY YEAR.

OTHER: : \$ PER

OTHER: : \$ PER

C. Wages will be paid:

WEEKLY BI-WEEKLY ON (DAY OF THE WEEK).

La Colectiva prefers payment in cash.

8. Breaks employee will receive the following periodic breaks throughout the day:

..... MINUTE BREAK FOR EVERY FOUR (4) HOURS WORKED

..... MINUTE MEAL BREAK FOR EVERY FIVE (5) HOURS WORKED

PAID UNPAID

OTHER:

California law requires that workers are provided a ten minute paid break for every four hours worked and an unpaid thirty minute meal break for every five hours worked.

9. Leave

A. Employee will receive the following paid sick leave:

ONE HOUR FOR EVERY THIRTY HOURS WORKED

OTHER:

San Francisco law requires that employees receive at least one hour of paid sick leave for every thirty hours worked. San Francisco employees may use sick leave to attend to her or his own medical needs as well as those of his or her children, spouse, parents, siblings, grandchildren, or grandparents. Furthermore, if the employee is not married, he or she can use sick leave to attend to the medical needs of a designated non-family member. Employers are asked to keep track of accrued sick leave hours.

B. Employee will receive the following paid additional leave for personal time:

..... DAYS PER YEAR

OTHER:

10. OTHER:

.....
.....

11. OTHER:

.....
.....

12. Notice of termination and severance*

If employer terminates this employment contract, the employee will be given week(s) written notice or week(s) pay in lieu of notice.

*This provision does not apply if employee is terminated for cause.

13. Letters of recommendation

THE EMPLOYER WILL PROVIDE THE EMPLOYEE WITH A GENERAL LETTER OF RECOMMENDATION AT THE END OF THE FIRST YEAR OF EMPLOYMENT AND AT THE END OF EACH ADDITIONAL YEAR OF EMPLOYMENT.

Notice of employment rights under state and local law

Employee, regardless of her or his immigration status, race, gender or age, is entitled to legal protections under California employment laws including, but not limited to:

- A. Payment of minimum wage;
- B. Payment for all hours worked;
- C. Payment of wages in United States dollars no less than twice per month;
- D. Overtime pay of 1.5 times the regular hourly wage for every extra hour worked over 8 in one day or 40 hours per week;
- E. Notice of rate of pay, hours worked, regular paydays, and statement of earnings and deductions for each pay period; and
- F. If working in San Francisco, paid sick leave at the rate of one (1) hour for every thirty (30) hours worked.

.....
EMPLOYER'S SIGNATURE

.....
DATE

.....
EMPLOYER'S NAME

.....
EMPLOYEE'S SIGNATURE

.....
DATE

.....
EMPLOYEE'S NAME