



*A Guide to*  
**DEVELOPING A WORK AGREEMENT  
WITH A HOMECARE ATTENDANT**

**Please note:** *A court may enforce a written agreement between the Employer and the homecare attendant as a binding legal contract. If there is ever a dispute, this should protect both parties. This sample work agreement is based on suggested best practices that may differ based on the particular domestic employment relationship. This work agreement is made available by Hand in Hand for educational purposes only to give you general information and a general understanding of employment best practices. The work agreement's contents are not legal advice.*

## INTRODUCTION

**Are you planning to hire a homecare attendant in your home? <sup>1</sup> Do you already employ a homecare attendant and want to improve your employment arrangements?**

If so, this guide will help you:

- Plan for your initial discussions with the person you hope to hire or improve conversations with the attendant(s) working for you now;
- Strengthen clear and respectful communication between you and your Employee(s); and
- Develop a work agreement that specifies the relevant terms of employment as well as records other important information.

For the purposes of this guide, the term “Employer” refers to the person that is employing the homecare attendant for themselves and the term “Employee” refers to the homecare attendant being hired. (In the case of a person who is hiring an attendant for a member of their family, we recommend you involving the person receiving the attendant support as much as possible in this process and the development of the work agreement.)

## GETTING STARTED

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<sup>1</sup>In this guide, the term “homecare attendant” is used to describe people who are paid to assist you (or another person) with daily activities in your home. You may use another name for such a person. The most frequently used job titles for this work in the United States are personal attendant, home health aide, caregiver, and homecare provider.

Your conversation(s) with your intended or current Employee is as important as the work agreement itself. Take enough time to establish rapport, build understanding, and come to agreement about the job.

We suggest that you customize the work agreement we offer here so that your agreement reflects, as much as possible, your particular employment needs, requirements, and preferences and those of the homecare attendant you employ.

## THE SAMPLE WORK AGREEMENT

This contract is made on \_\_\_\_ (date), between  
\_\_\_\_\_(Employer) and \_\_\_\_\_(Employee).

### 1. Contact Information

#### Employer Information

Employer Name: \_\_\_\_\_.

I prefer to be called:  
\_\_\_\_\_.

My contact information is as follows:

*Home address:*  
\_\_\_\_\_

*Phone number:* \_\_\_\_\_

*Email address:* \_\_\_\_\_

In case of emergency, the Employee should  
contact: \_\_\_\_\_

using the following contact information  
\_\_\_\_\_

#### Employee Information

Attendant/Employee Name:  
\_\_\_\_\_.

I prefer to be called:  
\_\_\_\_\_.

My contact information is as follows:

*Home address:*  
\_\_\_\_\_

Phone number: \_\_\_\_\_

Email address: \_\_\_\_\_

In case of emergency, the Employer should contact: \_\_\_\_\_

using the following contact information  
\_\_\_\_\_

## 2. Employment Terms

Employee will start employment on: \_\_\_\_\_ (date).

The first \_\_\_\_ (1-3) months of the homecare attendant's employment is the probationary period. During this time, both parties (Employer and Employee) will meet monthly to assess what is working or not working, to resolve any conflicts, to revisit the contract, and determine whether both parties want to continue in the relationship.

## 3. Location of Employment

The primary location of employment is Employer's private residence:  
\_\_\_\_\_ (address)

## 4. 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

## 5. Live-In/Live-Out

- Employee will live in Employer's home.
  - Employee will not live in Employer's home.
  - Other living arrangements: \_\_\_\_\_
- 

## 6. 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 |

- Friday      Begin: \_\_\_\_\_ am/pm                      End: \_\_\_\_\_ am/pm
- Saturday    Begin: \_\_\_\_\_ am/pm                      End: \_\_\_\_\_ am/pm

Any changes to the schedule will be made with the consent of both parties, whenever possible in written format (email, text etc.) and with as much advance notice as possible.

## 7. Job Responsibilities

Employee will perform the follow job responsibilities:

### Personal care

- Transfer
- Stand-and-pivot\*
- Cradle lift\*
- Equipment-assisted transfer
- Assisting up/down stairs
  
- Bathing
- Dressing/undressing
- Grooming
- Toileting/bowel and bladder care
- Diapering
- Feeding
- Assisting with medication
- Other: \_\_\_\_\_

### Housekeeping

- Vacuuming
- Dusting
- Mopping
- Sweeping
  
- Shopping
- Cooking/Meal preparation
- Dishwashing
  
- Laundry
- Cleaning bathrooms
- Take out trash/recycling/compost
- Other: \_\_\_\_\_

### Pet Care

- Feeding

- Walking
- Grooming
- Other: \_\_\_\_\_

Other

- Reading
- Paperwork
- Driving
- Accompanying
- Scheduling Rides
- Errands
- Watering plants
- Gardening
- Other: \_\_\_\_\_

\* 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 Employer to the maximum extent feasible.

**8. Wages**

Wages

Employer (or the County) will pay Employee the following wages:

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

Overtime rate of pay is \_\_\_\_ per hour for every hour worked over 9 hours per day and 40 hours per week.<sup>2</sup> (For IHSS and SLS workers, overtime pay is only after 40 hours per week.)

Additional Compensation

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

Wage Deductions

Employer (or the County) will make the following deductions from Employee's wages every pay period:

- Federal taxes (including Social Security & Medicare)
- State taxes

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<sup>2</sup> We recommend that for those employers who can, to pay overtime after 8 hours in a day, to be consistent with what most workers receive. For more information about laws pertaining to hours and wages, please consult the Hand in Hand legal guide.

- Income taxes
- Health Insurance Premium: \_\_\_\_\_
- Union Dues
- Other: \_\_\_\_\_

Pay Frequency

Wages will be paid:

- Weekly
- Bi-Weekly on: \_\_\_\_\_ of month.

Method of Payment?  Check etc?

Wage Increase

Employee will be considered for a raise every year, based on performance, experience and cost of living. (Raises for IHSS and SLS workers are decided by the state of CA.)

Cancellation<sup>3</sup>

If Employer has to cancel one or more days of Employee’s workweek, then Employee and Employer will attempt to find a new date where those hours of work can be made up. Either way, Employer will pay Employee for those hours.

If Employee has to cancel one or more days of work, he/she will find someone to work in his/her place and forfeit the wages for the day(s) he/she doesn’t work.

Both Employer and Employee will make every attempt to alert the other of a cancellation at least two weeks in advance.

Records

Employer will maintain a record of hours worked and payment of wages. Employee should also maintain their own record of hours worked and payment of wages.

**9. Benefits**

Sick Leave:

Employee will earn 1 hour of paid sick leave for every 30 hours of work up to \_\_\_\_\_ days per calendar year (CA law requires Employers provide paid sick leave earned at this rate up to a minimum of 3 days per year, but doesn’t prohibit Employers from providing more than 3 days per year.)

Employee may use sick leave to attend to his or her own medical needs, as well as those of any family member. Sick leave may also be used for needs related to domestic violence, sexual assault or stalking.

Employee will notify Employer immediately when needing to use sick leave and, whenever possible, will make sure Employer has back-up support.

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<sup>3</sup> We recommend that Employer and Employee spend focused time working out a system around cancellations that is fair to both parties.

Vacation Leave:

Employee will earn \_\_\_\_\_ # of days of ( paid  unpaid) vacation time. Employee and Employer will work together to determine the timing of vacation leave. Employee will make every attempt to request vacation leave at least three (3) weeks in advance.

Holidays

Employee and Employer will negotiate about whether Employee is able to work on a given holiday and will provide as much notice as possible. If Employee works on Thanksgiving Day or Christmas Day, Employee will receive holiday pay at a rate of 1.5 times the regular rate of pay. All other federal holidays will be regular workdays unless otherwise agreed upon.<sup>4</sup>

Health Benefits

Employer will provide Employee with Health Insurance.  Yes  No

**10. Out-of-Town Travel**

Requirements

Employee is willing to travel.  Yes  No

Employer will discuss travel plans with Employee at least two (2) weeks in advance of planned trips.

Wages

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

Travel rate of pay is \$ \_\_\_\_\_ per hour. Expected number of work hours per travel day are: \_\_\_\_\_ (meal and rest breaks will be planned).

Employer will pay travel expenses including transportation and lodging.

**11. Communication and Evaluation**

**Check-ins**

Employee and Employer agree to check in at least every three months (after probationary period) about any conflicts that arise or any disagreements about job duties. Any changes or clarifications to job duties will be incorporated into this work agreement.

**Evaluations**

Each year, Employer and Employee will conduct an evaluation. During this review, both Employer and Employee can assess the degree of mutual satisfaction in their working relationship. The work agreement will also be reviewed and amended, as needed.

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<sup>4</sup> Other federal holidays include: New Year’s Day, Martin Luther King Birthday, President's Day, Memorial Day, July 4<sup>th</sup>, and Labor Day.

## Confidentiality and Privacy

I, the Employee \_\_\_\_\_ will not disclose any and all private information obtained about the Employer or their family during the course of employment, including but not limited to medical, financial, legal, and career information. Such information is strictly confidential and may not be disclosed to any third party for any reason.

I, the Employer \_\_\_\_\_ will respect the Employee's right to privacy and will not use any surveillance technology without informing them.

## 12. Health & Safety

### Workers Compensation

Employer provides Workers Compensation coverage. *Note: some homeowners and renters insurance cover workers comp but not all; if you use a payroll system, please make sure to ask about this.*

### Food

Employer will offer Employee food for the meals she/he eats with Employer and will provide access to kitchen facilities so Employee can bring their own food. *(Dietary or religious restrictions should be honored.)*

### Breaks

Employee will take paid meal and rest breaks in such a way as to not compromise the health and safety of the Employer. In a typical 8-hour workday, Employee should take two ten-minute rest breaks as well as a thirty-minute meal break every five hours or so. *(If breaks are not possible, the Employee should be compensated for that time.)*

### Harassment

Both Employer and Employee agree to maintain a relationship and work environment that is free of harassment. This includes verbal, sexual, or physical harassment that is based upon gender, race, ethnicity, religion, sexual orientation and/or disability.

### Drug Policy

Employee agrees to not to come to work under the influence of alcohol or drugs to the degree that it impairs their work performance.

## 13. Notice of Termination

### At-Will Employment

This is an at-will employment contract. Either party may terminate this employment contract by written notice at any time for any reason or for no reason. However, Employee



is asked to provide at least 2 weeks notice, if possible, so that Employer may make other arrangements. Similarly, Employer is asked to provide at least 2 weeks notice, if possible, for Employee to find other employment.

#### 14. 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:

- I-9 Employment Eligibility Verification

All Employees (citizens and non-citizens) must complete Form I-9 to document authorization to work in the United States.

- W-4

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

- State Income Tax Form (as needed in your state)

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

#### 15. Rights of Employee

In addition to rights to minimum wage, overtime pay, paid sick leave, and working in an environment free of harassment, Employee has a legal right to protection under all applicable labor laws.

By signing this work agreement, we agree to all of its terms.

\_\_\_\_\_  
Signature of Employer Date \_\_\_\_\_

\_\_\_\_\_  
Name of Employer (Print)

\_\_\_\_\_  
Signature of Employee Date \_\_\_\_\_

\_\_\_\_\_  
Name of Employee (Print)