

WORK AGREEMENT

BASIC INFORMATION

This agreement is between:

Name/s of employer / consumer: _____

Name of employee / personal assistant: _____

Job Start-Up and Hours

The personal assistant's first day of employment will be _____

The first 60 days of the personal assistant's employment are considered your training period.

The employer or employee can terminate this employment agreement at any time. If possible, the person ending the employment agreement should provide the other party with notice of at least two weeks.

Before your first shift, you will need to come for two unpaid training sessions: a morning training session (9am-12pm) and an evening training session (5pm-8pm or 6pm-9pm). In these, you will work side by side with Jo's current assistants who will get you acquainted with the job.

After that, your normal paid shifts will be considered part of the training period. For the first two weeks of employment, the employer and assistant will have one weekly half hour check-in as part of the paid work day. During this time, both parties (employer and assistant) will review tasks being learned and should try to discuss any differences or conflicts in order to resolve them satisfactorily.

The training period will end on _____ and will conclude with a formal joint review of the work and relationship between the employer and personal assistant.

Approximate regular schedule

<input type="checkbox"/> Mon	Begin _____ am/pm	End _____ am/pm	Daily hours _____
<input type="checkbox"/> Tues	Begin _____ am/pm	End _____ am/pm	Daily hours _____
<input type="checkbox"/> Wed	Begin _____ am/pm	End _____ am/pm	Daily hours _____
<input type="checkbox"/> Thurs	Begin _____ am/pm	End _____ am/pm	Daily hours _____
<input type="checkbox"/> Fri	Begin _____ am/pm	End _____ am/pm	Daily hours _____
<input type="checkbox"/> Sat	Begin _____ am/pm	End _____ am/pm	Daily hours _____
<input type="checkbox"/> Sun	Begin _____ am/pm	End _____ am/pm	Daily hours _____

Total weekly hours _____

OPEN AND RESPECTFUL COMMUNICATION

Declaration of Purpose

I, the employer _____ and personal assistant _____ have carefully discussed the terms of our working together because we want clear expectations, open communication, and mutual trust to form the foundation of our relationship. We have recorded the following information and agreed to the following employment terms. This document constitutes our initial work agreement. We expect to make changes to this agreement from time to time, as necessary, and we may make changes to this agreement in writing and signed by both of us. Each of us will retain a copy of this agreement.

Policies / House Rules

My home is your workplace. Let's work together to keep things professional.

CELL PHONES

Please keep your cell phone **off and away** while in the house.

If you are running errands you are welcome to use your phone to keep in touch with me.

MEALS

Please bring your lunch/snacks. I will provide dinner.

Any lunch/snack food that you leave here overnight should be labeled with your name and the date.

SOCIALIZING

Please be aware that I sometimes like time to myself. I am always happy to answer questions and give directions, but will not always be up for chatting. If you want to rest, please do so in the kitchen.

INDEPENDENCE

Please respect my independence and free will to choose activities. Sometimes I will do things that may seem counterproductive to my health. That's all right and shouldn't be a worry to you. I appreciate your support in all of my activities, even the ones that may not make sense to you.

MY GUESTS AND YOU

I will sometimes have people over during your shift. I will make every effort to establish your plan of activities before they arrive. You are expected to treat my guests respectfully and to give us privacy. They should treat you respectfully in turn. If they do anything to make you feel uncomfortable, please let me know as soon as they leave.

ARRIVING EARLY

You are welcome to arrive up to 10 minutes early for a shift.

LATENESS

If you're stuck somewhere or just running late, please contact me to let me know that you are on your way. This way I know that you haven't forgotten your shift.

Repeated lateness may be grounds for dismissal.

FRAGRANCES

This is a fragrance free workplace. Please refrain from using perfumes or colognes.

Work Responsibilities

Check off the responsibilities that this work agreement includes.

- Arrive to work on time and on scheduled days.
- Care for and maintain the home, including laundry, cleaning, organizing, and plant care.
- Prepare meals and snacks, use recipes that support employer's dietary needs.
- Assist employer with paperwork including filing, copies, mail sorting and general organizing.
- Accompany employer to appointments, making sure there's food/water, handling associated phone calls, wheelchair transport, and providing possible protection from pain triggers while we're out.
- Care for employer when she is not feeling well, respecting her need for calm and quiet, and observing her fluctuations in energy and abilities.
- Run errands for groceries, prescription pick-ups or other necessary items.
- Perform daily hand-on physical therapy.
- Offer help by listening and talking through daily situations.
- Respect employer's authority and work in a professional manner.
- Work efficiently and thoroughly to complete tasks in a timely manner.
- Be flexible when tasks may change as employer's needs change.
- Fill in for other regular assistants when they are out.
- Supervise medicine daily.
- Generally support employer in her varied daily activities.
- Adhere to all aspects of employee guidelines.

Check-ins

After the training period is complete, ■ will be available to meet with the personal assistant if desired. Any check-in will occur during the shift. These check-ins will provide an opportunity to communicate about what is going well and to discuss any issues or conflicts that have arisen. If necessary, the employer and personal assistant can create a plan of action to address problems.

Evaluations

Each year, the employer and personal assistant will review and amend, as needed, the work agreement. During this review, both the employer and personal assistant can assess the degree of mutual satisfaction in the personal assistant's work and relationship to the employer.

Confidentially and Privacy

I, the personal assistant _____ will not disclose any and all private information obtained about the employer 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.

WAGES AND HUMAN RESOURCES (THROUGH [REDACTED] CDPAP)

Hours and pay

The rate is \$13.50/hr. [REDACTED] will withhold from the assistant's pay all applicable taxes and deductions required by law.

Holidays

The personal assistant will be paid \$15/hr if working on the seven national holidays listed below:

Monday January 19, 2015 - Martin Luther King Day
Monday May 25, 2015 - Memorial Day
Saturday July 4, 2015 - Independence Day
Monday September 7, 2015 - Labor Day
Thursday November 26, 2015 - Thanksgiving
Friday December 25, 2015 - Christmas
Friday January 1, 2016 - New Years Day

Payment method and pay periods

[REDACTED] offers two payment methods:

- Check
- Direct Deposit (preferred)

Payroll is sent out weekly on Fridays. Checks/paystubs are mailed to the employer's home and will be mailed out in a timely manner.

On-the-job expenses

Employer will give the personal assistant access to a petty cash fund to be used for approved purchases or emergencies.

Record keeping

The personal assistant's work dates and hours are formally recorded on the timesheet, which you can request at any time.

Unemployment insurance

If the assistant has worked at least 20 weeks of the year and is dismissed through no fault of their own, they can apply for unemployment insurance. Please see <https://www.labor.ny.gov/unemploymentassistance.shtm> for more information.

(next page)

Job Termination

At-will Employment

Under the law, the personal assistant is an “at will” employee, meaning that either the personal assistant or employer can legally terminate the employment relationship at any time for any reason not prohibited by law.

Notice

In this work agreement, the employer and personal assistant agree that if either party chooses to end the job, both the employer and personal assistant will give each other **two weeks notice**.

There are times when there are grounds or cause for immediate termination without notice (which the employer and personal assistant hopes will never happen). They are as follows:

- Abandonment (not showing up to a shift or not giving adequate notice)
- Theft/destruction of property
- Drug or alcohol use
- Non-compliance with annual medical/vaccinations
- Threats to ■■■'s safety or health

HEALTHY WORKPLACE

Annual Exam

Before you start work, and every year following, you will have to do a medical exam through [REDACTED] [REDACTED] If you don't complete this by the date given, you will be temporarily suspended by the state.

Workers Compensation

Please report all accidents that result injuries to [REDACTED], no matter how insignificant the injury may appear. She and [REDACTED] need to document them in order to comply with OSHA regulations and worker compensation benefit laws.

Disability Insurance

If you are injured outside work, [REDACTED] provides NY State Disability Insurance. Please see <http://ww3.nysif.com/DisabilityBenefits.aspx> for more information.

Food

The employer will offer the personal assistant food for dinner and will provide access to kitchen facilities so the personal assistant can bring his/her own food for the rest of the day.

Breaks

Six Hour Shift (9-3:30pm)

30 minute lunch btwn 11am-2pm (unpaid)

Ten Hour Shift (9am-8pm)

30 minute lunch btwn 11am-2pm (paid)

60 minute afternoon break btwn 3-5pm (unpaid)

