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*A Guide to*

***DEVELOPING A WORK AGREEMENT***

***WITH A HOME ATTENDANT***

**INTRODUCTION**

*Are you planning to hire a home attendant in your home? Do you already employ a home attendant and want to improve your employment arrangements?*

*If so, this guide will help you:*

* *focus your initial discussions with the person you’re hiring or organize 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 home attendant for themselves and the term “Employee” refers to the home attendant being hired. Other terms for home attendant that are used include personal care assistant, home attendant, home health aide and caregiver. (In the case of a person who is hiring an attendant for a member of their family, we recommend you involve the person receiving the attendant support as much as possible in this process and the development of the work agreement.)*

**GETTING STARTED**

* *Your process for communicating 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. You should plan on meeting with your prospective or current employee at least twice to discuss the various aspects of this agreement and, in doing so, come to know each other better.*
* *The sample work agreement provided in this guide may assist you with this process. The agreement supports best practices but should not be considered legal advice.*
* *IMPORTANT: laws that apply to domestic workers vary state by state and even by municipality. See your state’s domestic employment requirements.*
* *Customize the work agreement we offer here so that your agreement reflects your particular employment needs, requirements, and preferences, and those of your employee.*
* *The steps to developing a work agreement are listed below.*

**DEVELOPING A WORK AGREEMENT**

1. **Review your state’s labor laws pertaining to domestic workers**
2. **Outline Basic Information**

Establish a start date, probationary period, schedule, emergency contact information and worksite location.

1. **Establish Open and Respectful Communication**

Commit to building a working relationship with clear expectations, open communication, and mutual trust. Establish mutually agreed priorities and rules, work responsibilities, and a time for check-ins and evaluations.

1. **Define Wages and Human Resources Policies**

Establish hourly rate, overtime policy, pay schedule, yearly increase, end of year bonus, reimbursement policies, job termination, severance pay and letters of recommendation.

1. **Designate Paid Time Off**

Establish paid time off days, including sick days, vacation time, paid holidays and policies for inclement weather and other emergencies.

1. **Create a Healthy Workplace**

Ensure that your employee health care needs are met, make your home a non-toxic and safe workplace, and establish COVID-19 or other health emergency protocols.

**THE SAMPLE WORK AGREEMENT**

**BASIC INFORMATION**

**This agreement is between:**

Name of employer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of employee: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Job Start Date**

The employee’s first day of employment will be:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Probationary Period**

The first three months of the employee's employment can be probationary. During this time, both parties (employer and employee) should try to discuss differences or conflicts in order to resolve them satisfactorily. The employer or employee can terminate this employment agreement at any time during the probationary period. If possible, the person ending the employment agreement should provide the other party with notice of at least a week. The probation period will end on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_and will conclude with a formal joint review of the work and relationship between the employer and employee.

**Schedule**

This chart shows the days and hours for which the employee will provide the employer with attendant services. This schedule may fluctuate at times. The employer will give the employee as much advance notice as possible if work hours need to be changed.

|  |  |  |  |
| --- | --- | --- | --- |
| http://s.cdn-care.com/img/cms/web/content/articlephotos/2013/09-sep/check-box.png Mon | Begin \_\_\_\_\_\_ am/pm | End \_\_\_\_\_\_ am/pm | Total daily hours \_\_\_\_\_ |
| http://s.cdn-care.com/img/cms/web/content/articlephotos/2013/09-sep/check-box.png Tues | Begin \_\_\_\_\_\_ am/pm | End \_\_\_\_\_\_ am/pm | Total daily hours \_\_\_\_\_ |
| http://s.cdn-care.com/img/cms/web/content/articlephotos/2013/09-sep/check-box.png Wed | Begin \_\_\_\_\_\_ am/pm | End \_\_\_\_\_\_ am/pm | Total daily hours \_\_\_\_\_ |
| http://s.cdn-care.com/img/cms/web/content/articlephotos/2013/09-sep/check-box.png Thurs | Begin \_\_\_\_\_\_ am/pm | End \_\_\_\_\_\_ am/pm | Total daily hours \_\_\_\_\_ |
| http://s.cdn-care.com/img/cms/web/content/articlephotos/2013/09-sep/check-box.png Fri | Begin \_\_\_\_\_\_ am/pm | End \_\_\_\_\_\_ am/pm | Total daily hours \_\_\_\_\_ |
| http://s.cdn-care.com/img/cms/web/content/articlephotos/2013/09-sep/check-box.png Sat | Begin \_\_\_\_\_\_ am/pm | End \_\_\_\_\_\_ am/pm | Total daily hours \_\_\_\_\_ |
| http://s.cdn-care.com/img/cms/web/content/articlephotos/2013/09-sep/check-box.png Sun | Begin \_\_\_\_\_\_ am/pm | End \_\_\_\_\_\_ am/pm | Total daily hours \_\_\_\_\_ |

*Total weekly hours \_\_\_\_\_*

**Employer Information**

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

I, the employer, 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**

I, the employee, am named: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I would like the employer to call me:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

My contact information is as follows:

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

*Phone number when working:* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Phone number when not working:* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Other contact information (for using email or texting):* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

**OPEN AND RESPECTFUL COMMUNICATION**

**Declaration of Purpose**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the employer, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the employee, have carefully discussed the terms of 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 and all future iterations.

**Employer Priorities and Rules**

The employer’s priorities can be listed below to make sure they are reviewed.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Any other agreements:

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\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Work Responsibilities**

Check off the responsibilities included in this work agreement:

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 (details include: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

◻ Other:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**Check-ins**

The employer will set aside a half hour each month to meet with the employee as part of their compensated time. This monthly check-in 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 employee can create a plan of action to address problems.

**Make a Plan for Back-up Attendant Emergency Support**

There may be times when the employee can’t get to work, such as if they fall ill or due to bad weather. Make a plan in advance what to do in this scenario. Is there another employee who lives nearby who is willing to come and work on short notice? Is there a loved one who can fill in if needed? Identify this plan and write it here and decide if your employee will give up that days’ payment if they can’t give you notice in advance per the agreement (see Time Off section).

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Evaluations**

Each year, the employer and employee will review and amend, as needed, the work agreement. During this review, both the employer and employee can assess the degree of mutual satisfaction in the employee’s work and the employment relationship.

**Confidentiality and Privacy**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the employee, 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. I also understand that no information about my location and plans for the day and no pictures of the employer should be shared on any social media network or with strangers to the employer.

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

**Paying “On the Books”**

The employer and employee will have a conversation regarding taxes and social security. This will determine if the employer will withhold from the employee’s pay all applicable taxes and deductions required by law.

**WAGES AND HUMAN RESOURCES**

**Hours and Pay**

The employer will pay the employee $ \_\_\_\_\_ per hour.

Expected monthly hours: \_\_\_\_\_\_\_\_\_\_\_\_. *(Hand in Hand encourages a rate of at least $18/hour[[1]](#footnote-1) and a minimum of 3 hour shifts.)*

The employer will pay time-and-a-half for every hour worked over 8 hours/ day or 40 hours/week. The overtime pay is $ \_\_\_\_\_ per hour.

If the employee works for the employer in the evening and stays until this hour \_\_\_\_\_ pm, the employer will drive the employee home or pay for a cab/car service to take them home.

**Wage Increases**

The employer will give the employee an annual raise based on the prevailing cost-of-living adjustment as well as an increase in their hourly wage if additional responsibilities are added to the work agreement.

**Payment Method and Pay Periods**

The employer will pay the employee by \_\_\_\_\_\_\_\_\_\_\_ (check, cash, direct deposit, payroll service) every \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (specify how often and the day of week).

**Bonus**

The employee will be eligible to receive an end-of-the-year bonus at the employer's discretion.

**Expenses & Reimbursements**

The employer will give the employee access to a petty cash fund to be used for approved purchases or emergencies. In addition, if the employee pays for other approved expenses, they should keep and submit all receipts, and the employer will reimburse them at the end of the pay period.

The employer will contribute $\_\_\_\_\_ a month to the employee’s mobile phone cost.

The employer will reimburse the employee for use of their car for approved on-the-job tasks. Reimbursement will be based on the [IRS Mileage Reimbursement Rate](https://www.irs.gov/tax-professionals/standard-mileage-rates), which covers the cost of gasoline as well as general wear and tear on the car. The employee should maintain a mileage log and submit it to the employer for reimbursement at the end of the pay period.

**Travel**

All travel on which the employee is asked to accompany the employer must be mutually agreed upon and shall be compensated at an additional rate to be negotiated. The employee shall be provided their own accommodations for the trip.

**Record Keeping**

The employer will formally record, each week, the employee’s work dates, hours, and rate of pay per hour as well as any paid time off taken. At the end of the week, the employee may be asked to initial this account. This record will be made accessible to the employee at all times.

**TIME OFF**

**Workday Cancellation**

If the employer sends their employee home early, they still will pay their employee in full for that day.

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

If the employee has to cancel one or more days of work and doesn’t use paid time off for those days off, they will find someone to work in their place and forfeit the wages for the day(s) they don’t work.

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

**Sick Days**

The employee will earn 1 hour of paid sick leave for every 30 hours of work up to \_\_\_\_\_ days per calendar year. *(Hand in Hand recommends five days.)* The employee may use sick leave to attend to their 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.

The employee will notify the employer immediately when needing to use sick leave and, should give at least one day’s notice, whenever possible, so that the employer can find back-up attendant support. (See “Workday Cancellation” above.)

**Vacation**

The employee can begin to accrue vacation time at the date of hire, totaling up to \_\_\_\_\_\_\_\_\_days each year. *(Hand in Hand recommends at least 2 weeks.)* The employee will accumulate 1 hour for every 20 hours worked (2 hours for every 40 hours) worked so that in 1 month of full time employment the employee will have accumulated at least 8 hours of vacation time.

Any unused vacation should be paid out as additional pay when the agreement comes up for an annual review or when the employee leaves the job, whichever the employee and employer agree to.

**Family or Medical Leave**

*Hand in Hand advises that the employer provide at least six weeks of family and medical leave. If paying on the books, the employee may be eligible for your state’s paid family leave benefit.*

The employer and the employee should have a discussion about how much leave will be provided, if it will be paid or not, the rate of pay, and for what situations (being as concrete as possible) and list that information here:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**Holidays**

The employee and employer will negotiate about whether the employee will work on a given holiday and will provide as much notice as possible.

If the employee agrees to work on any of these holidays, they will be compensated one-and-a-half times their usual hourly rate. In addition, each year the employee may take one religious or cultural holiday that is important to them (such as Good Friday).

|  |  |
| --- | --- |
| New Year's Day | Martin Luther King Birthday |
| President's Day | Memorial Day |
| July 4th | Labor Day |
| Thanksgiving Day | Christmas Day |

**HEALTHY WORKPLACE**

**COVID-19/Health Emergency Protocols**

If you are creating this agreement during the COVID-19 pandemic or any other pandemic, work together to create a plan to ensure the safety of the employer and the employee. The agreement could include some of the following practices and principles. See the sample agreement [*with COVID-19 safety protocols by the National Domestic Workers Alliance*](https://membership.domesticworkers.org/wp-content/uploads/2020/05/Agreement-for-Nanny-Work_FINAL.pdf) for more detailed suggestions.

* Precautions to protect yourselves from exposure to the coronavirus:
  + Employer and employee should wear a face mask if capable of doing so
  + Practice social distancing
  + Work together to disinfect the workplace safely and thoroughly as well as keep the home well ventilated by opening windows and doors if safe to do so.
* Take immediate action if anyone from either household experiences symptoms or tests positive for COVID-19
* Ensure that the employee can travel to and from work safely
* Create a back-up support plan in case employee can’t come to work due to COVID-19

**Air Pollution Protocols**

If a wildfire comes near your home or another source makes the air quality in your area becomes unhealthy, we recommend you take these precautions to protect the health of your employee:

* limit the time they need to work outside when the air-quality index is at the unhealthy level
* provide an N-95 mask, gloves and eye protection, especially for outdoor work
* provide an air purifier to make sure indoor air quality is healthy

**Healthcare**

The employer will work with the employee to help them access healthcare. Ways the employer can help are by inquiring whether the employee has insurance through a partner or spouse, providing a non-taxable stipend that can be paid directly to an employee’s insurance plan or into the employee’s IRA account to pay for for an individually purchased plan (consult tax expert to do this), helping with accessing health insurance through the Affordable Care Act, paying a wage supplement to help the employee pay for health insurance or care, or offering to cover the cost of health care visits up to a specified dollar amount. Please name how this will happen:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**Workers Compensation**

The 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.*

**Non-Toxic Cleaning Supplies**

Creating a non-toxic home and work environment is important to both parties. The employer will supply cleaning products that are non-toxic. *Non-toxic products and information can be found at* [*https://sfenvironment.org/article/residents/cleaning-products*](https://sfenvironment.org/article/residents/cleaning-products) *and* [*www.ewg.org/guides/cleaners*](https://www.ewg.org/guides/cleaners)

To protect the employee’s health while cleaning, they will use \_\_\_googles, \_\_\_gloves, \_\_\_mask. These will be supplied by the employer.

The tools used for cleaning such as vacuum, mop, duster, broom, sponges etc will be provided by the employer.

**Food**

The employer will provide access to kitchen facilities so the employee can bring and eat their own food. If the employer or employee have specific dietary, allergy-related, or religious restrictions related to food, they should be listed here: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**Breaks**

The employee will take paid meal and rest breaks in such a way as to not compromise the health and safety of the employer/person receiving homecare. In a typical workday, the employee should take two ten-minute rest breaks (one for every four hours worked) as well as a thirty-minute meal break every five hours or so. If breaks are not possible, the employee should be compensated extra for that time. (Be sure to check out the legal guide on your state’s requirements on breaks.)

**JOB TERMINATION**

**“At Will” Employment**

Under the law, the attendant is an “at will” employee, meaning that either the employee 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 employee agree that if either party chooses to end the job, both the employer and employee will give each other two weeks notice and attend to the employer’s reaction to the anticipated changes.

If the employer asks the employee to leave before the two weeks notice are up, the employee will be paid for those weeks.

There may be cases when there are grounds or cause for immediate termination without notice (which the employer and employee hope will never happen). The employer and employee should discuss (and be as concrete as possible) what these grounds or cause for immediate termination without notice will be, and list them here:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**Severance**

In addition to paying for two weeks if notice isn’t given, the employer will provide severance pay for the employee based on their years of work with the employer. *(Hand in Hand recommends one week’s pay for every year the employee has worked for the family.)* Please outline the details of this agreement:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**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.

**AGREEMENT**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the employer, agree to fully implement this work agreement.

*Signature:* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Printed* *Name:* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the employee, agree to fully implement this work agreement.

*Signature:* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Printed* *Name:* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Please note: *A court may enforce a written agreement between the employer and the employee as a binding legal contract. If there is ever a dispute, this should protect both parties. Please understand that this sample work agreement is based on suggested best practices that may differ based on the particular domestic employment relationship and that these possible best practices do not constitute legal advice. 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, not to provide specific legal advice. The work agreement’s contents are not legal advice and should not be construed as legal advice. By using this sample work agreement you understand that there is no attorney client relationship between you and the work agreement creator. The work agreement should not be used as a substitute for competent legal advice from a licensed professional attorney in your state.*

1. Please keep in mind the cost of living in your area as you determine a fair and family supporting wage. You can use the MIT Living Wage calculator to help you set a wage here: https://livingwage.mit.edu. [↑](#footnote-ref-1)