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*A Guide t**o*

**DEVELOPING A WORK AGREEMENT**

**WITH A HOUSE CLEANER**

**INTRODUCTION**

Are you planning to hire someone to provide house cleaning services in your home? Do you already employ someone to provide house cleaning services and want to improve your employment arrangement?

If so, this guide will help you:

* focus your initial discussions with the person you’re hiring or organize conversations with the house cleaner working for you now;
* strengthen clear and respectful communication between you and your employee; and
* develop a clear work agreement that specifies the relevant terms of employment as well as records other important information.

**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 projected 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 widely recognized 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 states labor laws pertaining to domestic workers**
2. **Outline Basic Information**

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

1. **Establish Open and Respectful Communication**

Commit to building a working relationship withclear 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’s health care needs are met, make your home a non-toxic and safe workplace, and establish COVID-19 or other health emergency protocols.

**SAMPLE WORK AGREEMENT**

**BASIC INFORMATION**

**This Agreement is Between:**

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

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

**Job Start-Up and Hours**

The house cleaner's first day of employment will be \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Schedules**

The cleaning will happen on the following days of the week or month and the following times. The employer will give the house cleaner as much advance notice as possible if work hours need to be changed. (*Hand in Hand recommends a minimum of 3 hours of work in one shift).*

Days of the month: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Time In/Out: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Total Daily Hours:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Total Monthly Hours:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Employer Information**

The employer lives at: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*This is the worksite for this agreement.*

If the house cleaner cannot communicate in person with me, the employer, they should contact me in the following ways (include relevant phone numbers, email addresses, texting options, etc).

Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

In case of emergency, the house cleaner should contact: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**Employee Information**

I, the house cleaner, 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 information: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**OPEN AND RESPECTFUL COMMUNICATION**

**Declaration of Purpose**

I,\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the employer, and house cleaner, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 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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**Job Responsibilities**

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

 VACUUMING  DUSTING  MOPPING  DISHWASHING  LAUNDRY  COOKING SHOPPING  WINDOWS  BATHROOMS (# \_\_\_\_\_)  MAKE BEDS (# \_\_\_\_\_)

 YARD WORK, INCLUDING: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 TAKE OUT TRASH/RECYCLING

 KITCHEN CLEAN UP INCLUDING: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 BATHROOM CLEAN UP INCLUDING: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 GARAGE CLEAN UP INCLUDING: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 OTHER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Any additions or changes to this list of tasks will be discussed ahead of time, in order to determine whether changes impact the number of hours needed to complete work or warrant additional payment to the house cleaner. The employee should not be required to perform work for anyone other than the employer signing this agreement.

**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.

**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 pictures of the employer or their home 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 $25-30/hour[[1]](#footnote-1) depending on your area’s cost of living per hour 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.

**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 Period**

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

**End of Year Bonus**

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

**Expenses and Reimbursements**

The employer will reimburse the employee for approved purchases such as cleaning products. If the employee pays for approved expenses, they should keep and submit all receipts, and the employer will reimburse them at the end of the pay period.

**Record Keeping**

The employer will formally record, each week/month (depending on the frequency of work), 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/month, 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 the 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, they will work with the employer to attempt to find a new date where those hours of work can be made up. If that isn’t possible and if the employee doesn’t use paid time off for those days off, the employee will 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 work with their employer to create an [Alia account](https://www.myalia.org/) (myalia.org) and the employer agrees to contribute an amount of \_\_\_\_\_\_ per month to help pay for those sick days. *(Hand in Hand recommends at least $5/cleaning.)*

The employee will notify the employer immediately when needing to use sick leave and should give at least one day’s notice, whenever possible. (See “Workday Cancellation” above.)

**Vacation**

The employee can begin to accrue vacation time at the date of hire, totaling up to \_\_\_\_\_\_\_\_\_days each year. The employee will accumulate 1 hour for every 20 hours worked (2 hours for every 40 hours).

The employer agrees to pay for the vacation day(s) in the same month it is used and 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,with guaranteed employment upon return. 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**

If the employee agrees to work on any of the eight national holidays, they will be compensated one-and-a-half times their usual hourly rate.

|  |  |
| --- | --- |
| 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 public health emergency, 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:
	+ Adults and children in the household 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
* Confine the work to certain areas to reduce the risk of transmission

**Air Pollution Protocols**

If a wildfire comes near your home, or if the air quality in your area becomes unhealthy for any reason, 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, and
* Provide an air purifier to make sure indoor air quality is healthy

**Healthcare**

Recognizing that many employers only employee a cleaner on a very part-time basis, Hand in Hand nonetheless recommends that the employer 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, 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:

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

**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 cleaning products used for cleaning will be non-toxic. These will be supplied by the employee (compensated by the employer) \_\_\_\_\_\_ /by the employer: \_\_\_\_\_\_\_\_.\*

*\*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, they will use \_\_\_googles, \_\_\_gloves, \_\_\_mask. These will be supplied by the employee (compensated by the employer) \_\_\_\_\_\_ /by the employer: \_\_\_\_\_\_\_\_.

The tools used for cleaning such as vacuum, mop, duster, broom, sponges etc will be provided by the employee (compensated by the employer) \_\_\_\_\_\_ /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 is entitled to unpaid meals and paid rest breaks depending on the length of their shift. They will take #\_\_\_\_\_ paid ten minute breaks and #\_\_\_\_unpaid thirty minute meal breaks on their typical shift.

Hand in Hand recommends:

* If the shift is between 2-3 hours: one paid ten-minute rest break.
* If the shift is between 4-5 hours: one paid ten-minute rest break and an unpaid thirty-minute meal break.
* If the shift is 6-8 hours, two paid ten-minute rest breaks and an unpaid thirty-minute meal break.

If breaks are not possible, the employee should be compensated extra for that time. The employee should be relieved of all duties during their break(s). (Be sure to check out the legal guide on your state’s requirements on breaks).

**JOB TERMINATION**

“**At Will” Employment**

Under the law, the house cleaner 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.

If the employer asks the employee to leave before the two weeks notice are up, the employee will be paid for any planned days work in the upcoming two 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 the hours of work anticipated in the upcoming two weeks if notice isn’t given, the employer will provide severance pay for the house cleaner based on their years of work with them. *(Hand in Hand recommends the equivalent of one session of cleaning for every year worked.)* Please outline the details of this agreement:

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

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**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 i 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)