

A Guide to

**Developing a Work Agreement**

**with a House Cleaner or Housekeeper in New York**

**INTRODUCTION**

Are you planning to hire a cleaner or housekeeper in your home? Do you already employ a cleaner or housekeeper and want to improve your employment arrangements? Under New York State law cleaners and housekeepers are not classified as gig workers but are regular employees in your home. As such, house cleaners and housekeepers should be extended benefits and have protections.

This guide will help you:

* focus your initial discussions with the person you’re hiring or guide conversations with the person 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 records other important information.

A domestic worker is a person who works in your household caring for children or an elderly person, keeping house (cleaning and cooking) or doing other domestic jobs in the home (gardening or repairs). This agreement will reflect industry standards and responsibilities according to the law. As of 2022, Domestic work is recognized under the law and protected by the New York Domestic Worker Bill of Rights, the New York City Paid Safe and Sick Leave Law and the New York City Human Rights Law. Employers should be aware they are obligated to follow these laws regardless of the immigration status of the person they hire. Please note: laws in New York State and New York City may differ.

**Links to Laws that Apply to Domestic Workers NYS and NYC**

* Domestic Worker Bill of Rights: <https://dol.ny.gov/domestic-workers-bill-rights>
* Workers Compensation and Disability: <http://www.wcb.ny.gov/content/main/coverage-requirements-db/>
* Paid Family Leave:<https://paidfamilyleave.ny.gov/employers>
* Unemployment: <https://dol.ny.gov/system/files/documents/2021/02/ia318d.pdf>
* Paid Safe and Sick Leave: <https://www1.nyc.gov/site/dca/about/paid-sick-leave-domestic-workers.page>
* New York State Human Rights Law: <https://dhr.ny.gov/guidance-new-protections-domestic-workers-under-new-york-state-human-rights-law>
* New York City Human Rights Law: <https://www1.nyc.gov/site/cchr/media/intro-339.page>

*This document is intended to be a resource and does not constitute legal advice. If you need legal advice, please consult an attorney.*

**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. A copy of the agreement should be provided to the employee with their prefered language.
* 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.
* Customize the work agreement we offer here so that your agreement reflects your particular employment needs, requirements, and preferences, and those of your employee. If you are hiring a live-in cleaner or housekeeper, you can find a Live-in Domestic Worker agreement [here](https://docs.google.com/document/d/1HyIxQ3CeHUoZXeYvDABqRlcJfC-3nQI3ZAEJS5i5L4k/edit).
* The steps to developing a work agreement are listed below.

**DEVELOPING A WORK AGREEMENT**

1. **Review New York State’s and New York City’s labor laws pertaining to domestic workers (see introduction)**
2. **Outline Basic Information**

Establish a start date, schedule, members of the employer family, children being cared for, 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 policy, 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 Safe and 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.

**Protection Against Discrimination**

Under [New York State](https://dhr.ny.gov/guidance-new-protections-domestic-workers-under-new-york-state-human-rights-law) and [New York City Human Rights Laws](https://www1.nyc.gov/site/cchr/media/intro-339.page) domestic workers have the right to be free from discrimination based on their actual or perceived gender, national origin, race, immigration, status, religion or any other category protected by the law. Employers cannot fire, refuse to hire or treat a domestic worker unfairly based on these categories.

Domestic workers have the right to reasonable accommodations or changes to their schedules or duties to enable them to perform essential job functions, unless it causes hardship for the employer.

In New York City employers must provide a notice of rights regarding anti-sexual harrasment rights and responsiblities: Download a copy of that notice at: <https://www1.nyc.gov/site/cchr/law/sexual-harassment-factsheets-posters.page>. **THE SAMPLE WORK AGREEMENT**

**BASIC INFORMATION**

**This Agreement is Between:**

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

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

**Job Start-Up and Hours**

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

**Schedules**

This chart shows the days and hours for which the employer family needs cleaning services. This schedule may fluctuate at times. The employer family will give the cleaner as much advance notice as possible if work hours need to be changed. (*Hand in Hand recommends a minimum of 5 hours of work in one shift).*

| 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 \_\_\_\_\_*

The employer will provide at least one day of rest (24 hours). If an employer asks a worker to work on their day of rest they agree to pay time and a half.

**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/keeper, 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/keeper, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 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 and specific can be listed below to make sure they are reviewed:

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Indicate if there are some specific things your house cleaner or housekeeper is not allowed to do in your home. **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**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/ Resolving Grievances**

The employer family will set aside a half hour each month to meet with the house cleaner/keeper 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. The employee and employer, in good faith, shall work together to resolve any occurring problems and establish a mutual path of effective communication.

Indicate what steps will be taken if the work is unsatisfactory or if something is broken in the home.

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

**Evaluations**

Each year, the employer family and house cleaner/keeper will meet with the house cleaner/keeper as part of their compensated time to review and amend, as needed, the work agreement. Examples of what should be reviewed include responsibilities, discuss what is working or not and create a plan to rectify concerns about working continditons. During this review, both the employer family and house cleaner/keeper can assess the degree of mutual satisfaction in the work and relationship to the family. The employer shall provide a summary of the evaluation in writing.

**Confidentiality and Privacy**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , the nanny, will not disclose any private information obtained about the employer family or their dependents 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.

media network or with strangers to the family.

We, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the employer family, will respect the house cleaner/keepers right to privacy and will not use any surveillance technology such as a camera or recording device without informing them.

**Payment and Record keeping**

The employer and employee will have a conversation regarding payment and tax withholdings. The employer family is responsible for keeping records of hours worked, wages earned, any deductions made and provide a copy of that record or pay stub to their employee. The employer family will formally record, work dates, hours, and rate of pay per hour as well as any paid time off taken. Regardless of an employee’s immigration status, payment records must be provided. The employer and employee will come up with a payment method that suits them both.

*Please Note:It is not illegal to pay an employee in cash but the law requires you to report that income. Even if an employee is undocumented employers are able to do this.*

**WAGES AND HUMAN RESOURCES**

**Hours and Pay**

The employer will pay the house cleaner/keeper$ \_\_\_\_\_per hour. Expected monthly hours: \_\_\_\_\_\_\_. *(Hand in Hand encourages a rate of at least $25/hour[[1]](#footnote-0) and a minimum of 5 hour shifts.)*

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

Employer shall post wage and hour poster required by the Department of Labor and provide a copy to the employee: <https://dol.ny.gov/system/files/documents/2021/12/p713_12-21.pdf>

If the house cleaner/keeper works for the employer family in the evening and stays beyond the hour of \_\_\_\_\_ pm, the employer family will drive the house cleaner/keeperhome or pay for a cab/car service to take them home.

**Wage Increases**

The employer family will give the house cleaner/keeper 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 family will pay the house cleaner/keeper 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-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.

If full time, the employer's family will contribute $\_\_\_\_\_ a month to the house cleaner or housekeeper’s mobile phone cost.

The employer family will reimburse the house cleaner or housekeeper for use of their car for approved job-related 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 house cleaner/keeper should maintain a mileage log and submit it to the employer family for reimbursement at the end of the pay period.

**Travel**

If an employer requires the domestic worker to travel to another city/state for extended periods of time, this agreement, protections and benefits will remain in place as if working in the city/state they normally work.

**TIME OFF**

**Workday Cancellation**

If the employer family sends the house cleaner/keeper home early, they still will pay them in full for that day. If the employer's family has to cancel one or more days of the employee’s workweek the employer will pay the house cleaner/keeper in full for those hours. The employer canceling is not the workers fault and they should be paid. Under the Fair Labor Standards Act banking or having the work to earn comp time is also illegal. An employer cannot pay an employee and then ask them to work those hours at a later time, or ask them to work extra without pay, so the employee can have some time off later.

If the house cleaner or housekeeper has to cancel one or more days of work, they will either reschedule, use their available leave or forfeit the hours. Both the employer and employee will make every attempt to alert the other of a cancellation at least two weeks in advance.

**Safe and Sick Days**

Both NYS and NYC law require employers to provide a minimum 40 hours of leave[[2]](#footnote-1). In NYC the law requires that the leave must be paid, however Hand in Hand encourages that all employers provide paid sick leave, because many workers will not take sick days if they are not compensated. There are two systems the employer can use to provide leave.

1. Accrual System: Employers can choose to use an accrual system where employees earn their leave as they work.
2. Frontloading: Employers can provide leave in a lump sum at the start of employment. We encourage frontloading as employers will not have to keep track of hours accrued.

→If accruing: The employee will earn 1 hour of paid safe and sick leave for every 30 hours of work up to \_\_\_\_\_ days per calendar year. *The employer will keep track of hours and calculate use to leave and time available for use.*

→ If frontloading: The employee will have \_\_\_ hours of paid safe and sick leave to use at the start of employment. *Divide the total amount of hours worked a year by 30 hours and that will give you the total amount of leave accrued in a year. If the house cleaner works 5 hours a week, 20 hours a month, 240 hours a year, divide 240 by 30 hours. This will give you 8 hours of paid safe and sick leave they will accrue a year.*

*Sometimes a house cleaners may not be able to accrue enough sick hours to cover one shift. Consider providing 1-2 sick days for the house cleaner you employ. For full-time workers Hand in Hand recommends at least 5 days paid safe and sick leave to be reflective of the hours they work. For example if a full work week is 50 hours then they should have 50 hours of sick leave.*

The employee may use sick leave to attend to their own medical needs, as well as those of any family member. Safe leave may also be used for needs related to domestic violence, sexual assault or stalking. Under NYC law the employer is responsible for having a written policy in place. Employees must be provided a notice of employee rights upon hire and the notice can be downloaded here: <https://www1.nyc.gov/site/dca/about/Paid-Safe-Sick-Leave-Notice-of-Employee-Rights.page>

The employee will notify the employer as soon as practical, when needing to use sick leave. If the need for Paid Safe and Sick leave is foreseeable then employees should give at least one day’s notice, whenever possible. (See “Workday Cancellation” above.)

The employee does not need to provide a doctor’s note for use of sick leave until after 3 consecutive days of leave. On the fourth day the employer reserves the right to request documentation.

Notice of privacy: Employee’s reasons for requesting leave, and personal health information will not be disclosed. Use of leave is confidential.

Employers should consider extending paid sick leave to reflect the COVID-19 pandemic or any other national health emergencies.

**Vacation**

Employers can choose to use an accrual system where employees earn their leave as they work or provide it in a lump sum (frontloading) at the start of employment.

→ If accruing: 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).

→If frontloading: The employee will have two weeks of vacation in one year, starting at the date of hire.

* *If the employee works 3-19 hours a week Hand in Hand recommends 1-3 days of paid leave*
* *If the employee works 20-32 hours a week Hand in Hand recommends up to 5 days of paid leave*
* *If the employee works 33 hours or more a week Hand in Hand recommends at least 2 weeks.*

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.

**Paid Family Leave**

Paid Family Leave is not required for employees who work less than 20 hours a week. An employer can voluntarily obtain one if they deemed it beneficial. Domestic workers who work 20 hours a week or more are protected under the New York State [Paid Family Leave](https://paidfamilyleave.ny.gov/employers) policy. This benefit can be used to care for a family member with a serious health condition, or bond with a newborn or newly adopted or fostered child or a[ssist](https://paidfamilyleave.ny.gov/paid-family-leave-military-families) loved ones when a spouse, domestic partner, child or parent is deployed abroad on active military service.

This leave may not be used for the employee's own health condition. An employer must purchase a policy. Go [here](http://www.wcb.ny.gov/content/main/Employers/workers-compensation-insurance.jsp) for more information on how to obtain coverage. This coverage should be provided regardless of immigration status.

If a policy is not in place the employer should seek to acquire an insurance policy. Additionally the employer should have a discussion about how much leave will be provided discuss and the rate of pay, and for what situations (being as concrete as possible) and list that information here if a policy is unavailable in the interim:

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

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

**Holidays**

The house cleaner/keeper will not work but will be paid for the eleven federal holidays listed below. If the house cleaner/keeper 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). Additional days to celebrate religious holidays may be given upon request of reasonable accommodation.

For pay and leave purposes if a holiday occurs on a Saturday it is observed on the preceding Friday. If it occurs on a Sunday it is observed on the following Monday.

| New Year's Day | Martin Luther King Birthday  Indigenous People’s Day |
| --- | --- |
| President's Day  Juneteenth | Memorial Day  Veteran’s 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 family and the nanny. 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://static1.squarespace.com/static/5e7d30a895eaee58db23cb7f/t/6201a0075be03b4856c038d3/1644273671811/Guidance+for+Employers_+House+Cleaning+During+Covid+%28Feb+7%2C+2022%29.pdf) for more detailed suggestions.

**Precautions to protect yourselves from exposure to the coronavirus:**

* Adults and children 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 house cleaner/keeper can travel to and from work safely
* Confine the work to certain areas to reduce the risk of transmission
* Create a back-up support plan in case employee can’t come to work due COVID

**Healthcare**

Due to the nature of house cleaners they are particularly vulnerable to developing health conditions. It is important that the employer helps workers access healthcare. The employer will work with the house cleaner/keeper to help them access healthcare. Ways the employer family can help are by inquiring whether the house cleaner or housekeeper 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 house cleaner housekeeper pay for health insurance or care, or offering to cover the cost of health care visits up to a specified dollar amount.

Other options include [NYC Health Health Hospital Care Program](https://www.nyccare.nyc/) or finding a [Federally Qualified Health Center](https://findahealthcenter.hrsa.gov/). Please name the specific terms here:

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

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

**Workers Compensation and Disability Insurance**

The employer provides Workers Compensation and Disability Insurance 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. Workers Compensation should be in place for all workers regardless of immigration status.*

* *Workers compensation is required for domestic workers who work 40 hours or more*
* *Disability insurance is required for domestic workers who work 20 hours or more*
* *Hand in Hand recommends employers obtain both insurance policies whether you hire a full time or part time worker as it will protect both worker and employer. It will protect workers in case of injury on or off the job and for the employer’s benefit it will provide payments for wages and or cover medical costs.*

**Non-Toxic Cleaning Supplies and Protection**

Creating a non-toxic home and work environment is important to both parties. Effects of using toxic chemicals include rashes, trouble breathing and even cancer. The employer will supply cleaning products that are non-toxic. *Non-toxic products and information can be found at*

[*https://domesticemployers.org/resource/a-guide-to-non-toxic-cleaning/*](https://domesticemployers.org/resource/a-guide-to-non-toxic-cleaning/)

* 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.

**Create a Safe Physical Environment**

Safety is not only about the toxins in your cleaning products, but also the conditions in your home.

* To avoid any injury, never ask the domestic worker you employ to clean on their hands and knees, move furniture or reach high places.
* Open windows and doors for ventilation
* Make emergency exits available

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

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

**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). If they are on call breaks should be paid.

**JOB TERMINATION**

“**At Will” Employment and Unjustified firing**

Under the law, the house cleaner/keeper is an “at will” employee, meaning that either the house cleaner/keeper or employer family can legally terminate the employment relationship at any time for any reason not prohibited by law. We recommend creating a list of causes for termination to avoid firing someone unfairly.

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

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

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

Consider helping your house cleaner/keeper find a new employment.

**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.

**Severance**

In addition to paying for two weeks, the employer family will provide severance pay for the provider based on their years of work with the family. *(Hand in Hand recommends one week’s pay for every year the house cleaner/keeper has worked for the family.)* Please outline the details of this agreement:

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

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

**Letters of Recommendation**

The employer family will provide the employee with a letter of recommendation each year or at the end of the agreement.

**AGREEMENT**

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

*Signature(s)* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Printed name(s)* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I, the house cleaner/keeper\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ agree to fully implement this work agreement.

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

*Printed name* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Please note: *A court may enforce a written agreement between the employer family 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. Hand in Hand recommends a base pay of $21/hour take home pay for one child. 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-0)
2. An employer must provide 40 hours of paid safe and sick leave in NYC. The following is applicable to employers in NYS who employ 0-4 employees: If net income is $1 million or less, the employer must provide up to 40 hours of unpaid sick leave. If net income is greater than $1 million, the employer must provide up to 40 hours of paid sick leave. [↑](#footnote-ref-1)