



# HAND IN HAND

## THE DOMESTIC EMPLOYERS NETWORK

### A Guide to **DEVELOPING A WORK AGREEMENT WITH A NANNY IN NEW YORK**

#### **INTRODUCTION**

Are you planning to hire a nanny in your home? Do you already employ a nanny 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 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 well as records other important information.

#### **Labor Laws Pertaining to Domestic Workers**

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. Employers should be aware they are obligated to follow these laws regardless of the immigration status of the person they hire. Laws and protections in New York State and New York City may differ.

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

#### **NYS and NYC Laws that Apply to Domestic Workers and that are covered in the work agreement:**

- Domestic Worker Bill of Rights: [www.dol.ny.gov/domestic-workers-bill-rights](http://www.dol.ny.gov/domestic-workers-bill-rights)
- NYS Wage Theft Prevention Act: [www.dol.ny.gov/system/files/documents/2022/05/p715.pdf](http://www.dol.ny.gov/system/files/documents/2022/05/p715.pdf)
- Workers Compensation and Disability: [www.wcb.ny.gov/content/main/coverage-requirements-db/](http://www.wcb.ny.gov/content/main/coverage-requirements-db/)
- Paid Family Leave: [www.paidfamilyleave.ny.gov/employers](http://www.paidfamilyleave.ny.gov/employers)
- Unemployment Insurance: [www.dol.ny.gov/system/files/documents/2021/02/ia318d.pdf](http://www.dol.ny.gov/system/files/documents/2021/02/ia318d.pdf)
- NYC Paid Safe and Sick Leave: [www1.nyc.gov/site/dca/about/paid-sick-leave-domestic-workers.page](http://www1.nyc.gov/site/dca/about/paid-sick-leave-domestic-workers.page)
- NYS Sick Leave: [www.ny.gov/programs/new-york-paid-sick-leave](http://www.ny.gov/programs/new-york-paid-sick-leave)

For more information, visit: [www.domesticemployer.org](http://www.domesticemployer.org)

- Paid Leave for COVID-19: [www.paidfamilyleave.ny.gov/COVID19](http://www.paidfamilyleave.ny.gov/COVID19)
- NYS Human Rights Law: [www.dhr.ny.gov/guidance-new-protections-domestic-workers-under-new-york-state-human-rights-law](http://www.dhr.ny.gov/guidance-new-protections-domestic-workers-under-new-york-state-human-rights-law)
- NYC Human Rights Law: <https://www1.nyc.gov/site/cchr/media/intro-339.page>
- NYS HERO Act, Emergency Preparedness Law, and COVID-19 Regulations: [www.dol.ny.gov/ny-hero-act](http://www.dol.ny.gov/ny-hero-act)

## 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 preferred 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 so it 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 New York State's and New York City's labor laws pertaining to domestic workers.**  
Go to the introduction part or <https://domesticemployers.org/resource/nylaws/> for a list of local and state laws.
- 2. Outline Basic Information**  
Establish a start date, schedule, members of the employer family, children being cared for, emergency contact information and worksite location.
- 3. Establish Open and Respectful Communication**  
Build 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.
- 4. 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.
- 5. Designate Paid Time Off**  
Establish paid time off days, including sick days, vacation time, paid holidays, and policies for inclement weather and other emergencies.
- 6. 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.

# THE SAMPLE WORK AGREEMENT

## BASIC INFORMATION

### This Agreement is Between:

Name(s) of employer(s): \_\_\_\_\_

Name of nanny: \_\_\_\_\_

### Job Start Date

The nanny's first day of employment will be: \_\_\_\_\_

### Schedules

This chart shows the days and hours for which the employer family needs childcare services. This schedule may fluctuate at times. If the schedule fluctuates where the nanny has to increase scheduled hours the employer family agrees that the nanny will be paid for additional hours worked at the appropriate rate. The employer family will give the nanny as much advance notice as possible if work hours need to be changed. 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 half.

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

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

## Employer Information

The employer family includes the following adult members (list names and roles):

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The employer family includes these children:

<i>Full name</i>	<i>Birthdate</i>	<i>Important information about this child, including necessary accommodations (ie. for allergies)</i>
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

The employer family lives at:

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- This is the worksite for this agreement
- The worksite address is \_\_\_\_\_

The child/ren also live at this address: \_\_\_\_\_

on these days: \_\_\_\_\_

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

*Name & Contact Info:* \_\_\_\_\_

*Name & Contact Info:* \_\_\_\_\_

In case of emergency, the nanny should contact:

Emergency Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

## Employee Information

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

I would like the family 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 family should contact:

Emergency Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

## OPEN AND RESPECTFUL COMMUNICATION

### Declaration of Purpose

We, the employer family \_\_\_\_\_ and nanny \_\_\_\_\_ 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.

### Family Priorities and Rules

The employer family's child care priorities can be listed below to make sure they are reviewed. Issues to consider may be parenting philosophy, times for meals, naps, night sleep, habits you want your child to learn, use of the nanny's first language if different from the employer's, food restrictions that must be followed, and cultural or religious practices.

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Employer family rules can be listed below. Issues to consider may be screen time, cell phone use, guests, and off-limit foods.

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Any other agreements:

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### Work Responsibilities

*Check off the responsibilities included in this work agreement:*

- Making child safety and well-being the highest priority.
- Meeting the child's basic needs, which depend on age but are likely to include emotional support, meals, naps, help with personal tasks such as bathing and dressing, and getting to and from school, afterschool programs, or pre-school classes.
- Caring for a sick child and administering medicine as directed by the family/employer.

- Organizing or supervising a child's daily activities, such as games, walks, play dates, playground outings, homework.
- Reading to the child each day.
- Limiting the child's television/video time, cell phone use, and computer game-playing as specified under family rules.
- Keeping the home space orderly and clean, especially the kitchen, dining table, the child's bedroom, and play areas.
- Keeping a daily log (in a notebook to be provided) of relevant information about the child's day.
- While on the job providing childcare, the nanny shall grant access to the home for service personnel, such as people making repairs.
- Housekeeping tasks connected to childcare, such as doing a child's laundry. List tasks here:

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Note: If housekeeping tasks that go beyond childcare, such as dog walking or picking up drycleaning, doing family laundry, or house cleaning the worker should be compensated for those additional responsibilities. If any new tasks come up after hiring, discuss it with your nanny, update the agreement and discuss additional compensation. List tasks here:

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- Other:

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### Detailed Weekly Schedule

Specific details in the week's schedule can be included below. These could include such items as the nap or feeding times, dropping or picking up a child from school, after-school programs, or extra-curricular activities, like music lessons.

Monday: \_\_\_\_\_

Tuesday: \_\_\_\_\_

Wednesday: \_\_\_\_\_

Thursday: \_\_\_\_\_

Friday: \_\_\_\_\_

Other instructions about the schedule:

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### Check-ins/ Resolving Grievances

The employer family will set aside 30 minutes each month to meet with the nanny 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. In good faith, they shall work together to resolve any occurring problems and establish a mutual path of effective communication.

## Evaluations

Each year, the employer family and employee will meet as part of their compensated time to review and amend, as needed, the work agreement. Examples of what should be reviewed include responsibilities, what is working or not and create a plan to rectify concerns. During this review, both the employer family and employee can assess the degree of mutual satisfaction in the nanny's 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 information about my location and plans for the day and no pictures of the children should be shared on any social media network or with strangers to the family.

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

The worker is allowed to be on their phone or take personal calls during work time without neglecting the safety of the children.

## Payment and Record keeping

The employer and employee will have a conversation regarding payment and tax withholdings. As per the [NYS Wage Theft Prevention Act](#) 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, each week, the nanny's work dates, hours, and rate of pay per hour, gross pay and deductions 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 nanny \$ \_\_\_\_\_ per hour. Expected monthly hours: \_\_\_\_\_. (*Hand in Hand encourages a rate of at least \$25/hour<sup>1</sup> and a minimum of 3 hour shifts.*)

The employer family will pay time-and-a-half for every hour worked over 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](https://dol.ny.gov/system/files/documents/2021/12/p713_12-21.pdf)

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<sup>1</sup>Hand in Hand recommends a base pay of \$25/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>.

The employer will guarantee these hours as agreed to above, for 52 weeks a year at the regular rate of pay, and will provide the overtime rate if the nanny works over 40 hours in a week. If the employer cancels work for any reason, the nanny will still be paid.

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

## **Wage Increases**

The employer family will give the nanny an annual raise based on the prevailing cost-of-living adjustment as well as an increase in their hourly wage if additional responsibilities (including additional children) are added to the work agreement. Wage increases are open to negotiations and not limited only to additional responsibilities.

## **Payment Method and Pay Periods**

The employer family will pay the nanny by \_\_\_\_\_ (check, cash, direct deposit, payroll service) every \_\_\_\_\_ (specify how often and the day of week). As required by [New York's Wage Theft Prevention Law](#) the employer will provide a pay stub with every payment of wages<sup>2</sup>.

## **Bonus**

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

## **Expenses and Reimbursements**

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

The employer family will contribute \$\_\_\_\_\_ a month to the nanny's mobile phone cost.

The employer family will reimburse the nanny for use of their car for approved job-related tasks. Reimbursement will be based on the [IRS Mileage Reimbursement Rate](#), which covers the cost of gasoline as well as general wear and tear on the car. The nanny should maintain a mileage log and submit it to the employer family for reimbursement at the end of the pay period.

## **Travel**

All travel in which the nanny is asked to accompany the employer's family must be mutually agreed upon and shall be compensated at an additional rate to be negotiated. The nanny shall be provided their own accommodations for the trip to be paid for by the employer. If an employer requires the nanny 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**

The NYS Department of Labor requires that every employer notify their employees in writing or by publicly posting the employer's policy [on sick leave, vacation, personal leave, holidays and hours](#).

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<sup>2</sup> According to the New York's Wage Theft Prevention Law employers must provide the following notices: <https://dol.ny.gov/notices-employees>

## Workday Cancellation

If the employer family sends the nanny home early, they still will pay them in full for that day. If the employer family has to cancel one or more days of the employee's workweek the employer will pay the nanny 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 saving work hours to earn comp time is illegal. The employer agrees that if they send the nanny home early and pays them, they will not ask them to make-up those hours and work without pay at a later time. Additionally, the employer agrees not to ask the nanny to stay late without pay and bank those hours so that they can have some time off later. It is illegal to ask a domestic worker at any time to work without pay.

If the nanny has to cancel one or more days of work, the employer should have a back up plan for childcare (for example, hiring from a cooperative). Workers will have emergencies and employers should have a contingency plan for when these things happen. The employee would be eligible to use PTO and paid safe and sick leave. If an employee does not wish to use this time the employee will forfeit the wages for days 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.

## Safe and Sick Days

Both NYS and NYC require employers to provide a minimum 40 hours of leave<sup>3</sup>. 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. *Hand in Hand recommends five days to reflect the amount of hours the employee works.* For example, if they work 50 hours a week for 5 days, they will receive 50 hours of safe and sick leave *in a year*.

→ If frontloading: The employee will receive five days of paid safe and sick leave reflecting the amount of hours the employee works. For example, if they work 50 hours a week they will receive 50 hours of safe and 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. Employee has received a notice of employee rights upon hire and the notice can be found [here](#).

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 two weeks notice, whenever possible. (See "Workday Cancellation" above.)

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<sup>3</sup> 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.

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 does not need to 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.

## COVID-19

Domestic workers are eligible for payment and job protection through Paid Family Leave if they need to quarantine multiple times. If you do not have a policy in place consider paying the worker you employ out of pocket in the interim.

## 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 to provide paid time off. Notice of vacation should be given at least 2 weeks in advance.

→ If accruing: 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 for full time workers and 1 week for part time workers.*) 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.

→If frontloading: The employee will have two weeks of vacation in one year if full time and one week vacation time if part time, starting at the date of hire.

If mutually agreed-upon, the employee can take their vacation at the same time as the employer's families.

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

Domestic workers who work 20 hours a week or more are protected under the New York State [Paid Family Leave](#) policy. This benefit provides 12 weeks of job protected leave. It 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 assist 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 except if they have to quarantine for COVID-19. Notify your employer at least 30 days in advance, if foreseeable, or as soon as possible.

An employer must purchase a policy. Visit this [website](#) 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:

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**Holidays**

The nanny will not work but will be paid for the eleven federal holidays listed below. If the nanny 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
President's Day	Indigenous People's Day
Juneteenth	Memorial Day
July 4 <sup>th</sup>	Veteran's Day
Thanksgiving Day	Labor 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.

Employers have an obligation under the New York Heroes Act to protect employees against exposure and disease during an airborne infectious disease outbreak. The Model Airborne Infectious Disease Exposure Prevention Plan for Domestic Workers can be found [here](#). This will include but are limited to the following practices and principles.

**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 nanny 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
- Provide extra paid leave for quarantining or illness
- Make sure you are up to date to CDC guidelines  
[www.cdc.gov/coronavirus/2019-ncov/index.html](http://www.cdc.gov/coronavirus/2019-ncov/index.html)

## Healthcare

The employer will work with the employee to help them access healthcare. Ways the employer family can help are by inquiring whether the nanny 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 an individually purchased plan (consult tax expert to do this), helping with accessing health insurance through the Affordable Care Act, paying a wage supplement 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 Hospital Care Program](#) or finding a [Federally Qualified Health Center](#).

Please name the specific terms here:

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## Workers Compensation and Temporary Disability Insurance

The employer provides Workers Compensation and Disability Insurance coverage. Notice of Compliance for employees found [here](#).

Under [Workers Compensation](#), if the nanny is injured or sick on the job, they can seek medical treatment free of cost from an authorized provider for workers' compensation and file a claim for wage replacements. Workers Compensation protects workers regardless of immigration status.

For [Temporary Disability Insurance](#), if a worker becomes temporarily disabled "off the job" they can apply for benefits. Statement to Rights and Benefits can be found [here](#).

Written notification should be provided to your employer within 30 days after the injury. If the employee fails to notify the employer, it may lose workers' compensation benefits.

*Note: Some homeowners and renters insurance may cover workers comp. If you use a payroll system, make sure to ask about this.*

- *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 as it will protect both workers and employers. It will protect workers in case of injury on or off the job and for the employer's benefit it will provide payment for wage payments and or cover medical costs.*

## Non-Toxic Cleaning Supplies and Protection

Creating a non-toxic home and work environment is important to the health of 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/>.*

To protect the employee's health while cleaning, the employer will supply \_\_\_ goggles, \_\_\_ gloves, \_\_\_ mask as well as vacuum, mop, duster, broom, sponges, etc.

## Food

The employer will offer the nanny food for the meals they eat with the child/ren and provide access to kitchen facilities so they can bring and eat their own food. If the employer or nanny has specific dietary or religious restrictions related to food, that should be outlined in the priorities and rules section of this work agreement.

## Breaks

The nanny will take paid meals and rest breaks in such a way as to not compromise the health and safety of the child/ren. The employee should be relieved of all duties during their break(s). If they are on call, breaks should be paid. 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.

## JOB TERMINATION

### “At Will” Employment and Unjustified Firing

Under the law, the nanny is an “at will” employee, meaning that either the nanny or employer family can legally terminate the employment relationship at any time for any reason not prohibited by New York State or New York City Human Rights Law. We recommend creating a list of causes for termination to avoid firing someone unfairly. Upon termination the nanny may be eligible to receive unemployment benefits.

There may be cases when there are grounds or cause for immediate termination without notice (which the family employer and nanny hopes will never happen). The family employer and nanny 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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Consider helping your nanny find a new employment. As required by NYS Labor Law the employer will provide a [letter of termination](#) in writing including the exact date of termination as well as the

date of cancellation of employee benefits. The termination letter shall be provided five working days after the date of termination.

## Notice

In this work agreement, the family employer and nanny agree that if either party chooses to end the job, both the employer family and nanny will give each other two weeks notice and attend to the children's reaction to the anticipated changes.

If the employer family asks the employee to leave before the two weeks' notice is up, the nanny will be paid for those 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 nanny has worked for the family.*) Please outline the details of this agreement:

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## Unemployment

Employer families agree to pay taxes for unemployment insurance for your employee, if you pay \$500 or more in cash wages to the nanny working at home in a calendar quarter. For instructions, see [Householder's Guide for Unemployment Insurance from the New York State Department of Labor](#). An employee has a legal right to receive unemployment if the employee has lost work through no fault of their own, such as through a layoff or the employee's work hours have been restricted or reduced through no fault of their own.

## Letters of Recommendation

The employer family will provide the employee with a letter of recommendation each year, at the end of the agreement or when transitioning out of childcare.

## AGREEMENT

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

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

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

Date \_\_\_\_\_

I, the nanny \_\_\_\_\_ 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.