



# **HAND IN HAND**

## **THE DOMESTIC EMPLOYERS NETWORK**

### **A Guide to DEVELOPING A WORK AGREEMENT WITH A HOMECARE/ATTENDANT WORKER IN CALIFORNIA**

## **INTRODUCTION**

Are you planning to hire someone to provide homecare/attendant services in your home? Do you already employ someone to provide homecare/attendant services and want to improve your employment arrangement? If so, this guide will help you 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 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 at least twice to discuss the various aspects of this agreement, and in doing so, come to know each other better.

This sample work agreement is intended to assist you with this process. The agreement supports widely recognized best practices as well as notes when California law applies and must be followed. Follow the steps below and customize your agreement so that it reflects your particular employment needs and preferences, as well as those of your employee.

## DEVELOPING A WORK AGREEMENT

### 1. Review California's labor laws pertaining to domestic workers

For relevant California Laws summarized see Hand in Hand's legal fact sheets, which can be found at <https://domesticemployers.org/resource/california-legal-faq-checklist/>. Additionally, domestic employers are required to provide their employee with notice of legal requirements before the start of employment. See the NOTICE TO EMPLOYEE form from the Labor Commissioner at [https://www.dir.ca.gov/dlse/lc\\_2810.5\\_notice.pdf](https://www.dir.ca.gov/dlse/lc_2810.5_notice.pdf).

### 2. Outline Basic Information

Agree upon a start date and schedule. Record emergency contact information and worksite location.

### 3. Establish Open and Respectful Communication

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

### 4. Define the Standard Wages and Human Resources Policies Required by Law

Establish hourly rate, overtime policy, meal and rest breaks, pay schedule, record keeping, reimbursement policies, workers' compensation, paid sick leave and the termination policy.

### 5. Create a Healthy Workplace

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

### 6. Develop a Truly Fair Work Agreement

Review the appendix and adopt additional practices and benefits to go beyond the requirements of the law to achieve a truly fair work agreement. These include establishing regular check-ins, providing fair pay including an end of year bonus, supporting your employee's health, providing paid time off including vacation and paid holidays, as well as planning for the end of the employment relationship.

## 7. Put it in Writing & Review Together

Hand in Hand's sample agreement will help you create a clear and equitable employment relationship that complies with the California law. If your employee doesn't read English, you should translate the documents into your employee's primary language. Review all documents together and sign.

## ONGOING SUPPORT AND RESOURCES

**Hand in Hand: The Domestic Employers Network** offers resources, workshops and webinars to domestic employers on how to make their homes fair workplaces. Hand in Hand is a sister organization to the National Domestic Workers Alliance and brings employers together with workers to improve domestic worker protections as well as advocate for widespread policy changes so that everyone can afford and access the care they need. To get involved visit us at [www.domesticemployers.org](http://www.domesticemployers.org), [@domesticemployers](https://www.facebook.com/domesticemployers) on Facebook, [@hihdomesticemployers](https://www.instagram.com/hihdomesticemployers) on Instagram or [@HiHEmployers](https://twitter.com/HiHEmployers) on Twitter.

**The California Domestic Workers Coalition (CDWC)** offers resources and trainings on labor rights for domestic workers. If the worker you employ is interested in these trainings please have them call 415-625-3124, or visit [www.cadomesticworkers.org](http://www.cadomesticworkers.org), [@cadomesticworkers](https://www.facebook.com/cadomesticworkers) on Facebook or [@cadomesticworkers](https://www.instagram.com/cadomesticworkers) on Instagram.

**Disclaimer:** This sample work agreement or template is designed to cover homecare/attendant workers. However, if you perform other duties or work in the home, please review templates for nannies and housecleaners to identify which fits your work duties. This sample work agreement is a template and it is not intended to provide legal advice. This template may not capture all legally mandated standards and/or may not reflect all contractual obligations among executing parties.

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# SAMPLE WORK AGREEMENT<sup>1</sup>

## BASIC INFORMATION

**This Agreement is between:**

Name/s of employer/s

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Name of employee

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**Employer Information:**

Employer Name:

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I, the employer, prefer to be called:

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My contact information is as follows:

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

Phone number: \_\_\_\_\_

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

Emergency contact name:

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

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<sup>1</sup> This sample work agreement is a template and it is not intended to provide legal advice. This template may not capture all legally mandated standards and/or may not reflect all contractual obligations among executing parties.

## Employee Information

My name is:

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I would like the employer to call me:

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My contact information is as follows:

Home address:

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Phone number when working:

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Phone number when not working:

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Email: 

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Emergency contact name and phone number:

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Date of Hire

The employee's date of hire is/was: 

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## Declaration of Purpose of this Agreement

We, the employer 

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 and employee 

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

## Employer Priorities and Rules

The employer's particular care needs and priorities are listed below:

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Any other agreements:

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## Work Responsibilities

Check off the responsibilities that this work agreement includes.

Personal care

☐ Transfer/lift\*

☐ Equipment-assisted transfer

☐ Assisting the person up/down stairs

☐ Bathing

☐ Dressing/undressing

☐ Grooming

☐ Toileting/bowel and bladder care/catheter care

☐ Diapering

☐ Feeding

☐ Assisting with medication

☐ Other:  
\_\_\_\_\_

#### Pet Care

- ☐ Feeding
- ☐ Walking
- ☐ Grooming
- ☐ Nail Trimming
- ☐ Administering Medication
- ☐ Other:  
\_\_\_\_\_

#### Housekeeping

- ☐ Vacuuming
- ☐ Dusting
- ☐ Mopping
- ☐ Sweeping
- ☐ Shopping
- ☐ Cooking/Meal preparation

- ☐ Dishwashing
- ☐ Laundry
- ☐ Cleaning bathrooms
- ☐ Taking out trash/recycling/compost
- ☐ Other:  
\_\_\_\_\_

#### Other

- ☐ Reading
- ☐ Paperwork
- ☐ Driving
- ☐ Accompanying
- ☐ Scheduling Rides
- ☐ Errands
- ☐ Watering plants
- ☐ Gardening-details include:  
\_\_\_\_\_  
\_\_\_\_\_
- ☐ Other: \_\_\_\_\_

\* The employer shall minimize the total number of lifts required per shift such that the long-term health and safety of the employee is balanced with the care needs of the employer to the maximum extent feasible. If needed, the employer will provide educational training and materials about how to properly lift and/or transfer a client, so as to minimize the risk of injury for both parties.



## Schedule

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

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

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

## Annual 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.

☐ Yes

☐ No

## PAY AND BENEFITS

### Hours and Pay

The employer will pay the employee \$ \_\_\_\_\_ per hour. Expected monthly hours: \_\_\_\_\_.

The overtime pay is \_\_\_\_\_ per hour and the doubletime pay is \_\_\_\_\_ per hour.

Note: CDWC and HIH recommend at least \$20-30 per hour for the hourly pay, but we encourage you to 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 pay time-and-a-half for every hour worked over 8 hours per day or 40 hours per week, and double time for any hours worked over 12 hours per work day or for any hours worked after 8 hours of work on the 7th consecutive day of work. This is the requirement under the law although there are special overtime rules for personal attendants and live-in employees that may apply. For more information on California's legal requirements on overtime for domestic workers, including personal attendants,<sup>2</sup> here:

<https://www.dir.ca.gov/dlse/DomesticWorkerBillOfRights-FAQ.html>

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<sup>2</sup> Personal Attendants: Under state law, someone who works in a private home and provides services such as supervising, dressing, or feeding a person of advanced age, a child or a person with a disability of any age, and who spends no more than 20% of their work week on general housekeeping duties, like cleaning, cooking, laundry, or making beds, is considered a "personal attendant."

If the employee works for the employer in the evening and stays until \_\_\_\_\_ pm and doesn't have a car, the employer will drive the employee home or pay for a cab/car service to take them home.

☐ Yes

☐ No

## **Meals and Lodging**

The employee and employer will decide whether the employer will provide the employee with meals during the workday, which meals, and how much the employer may seek as a credit up to the allowable limits under the California Industrial Welfare Commission Wage Orders.

Sample: The employer will provide the following meals to the employee when they are working for them: \_\_\_\_\_ breakfast, \_\_\_\_\_ lunch, \_\_\_\_\_ dinner; And will charge the employee \_\_\_\_\_ per meal, resulting in a credit of \_\_\_\_\_ per day. The employee agrees to these credits (initial here)\_\_\_\_\_.

If the employee lives in the home or property of the employer, the employee and employer family will decide whether the employer family will seek a credit up to the allowable limit for lodging expenses.

Sample: The employer will take a credit of \_\_\_\_\_ from each week's paycheck for lodging expenses. The employee agrees to these credits up to the allowable limits (initial here)\_\_\_\_\_.

*Under California law, meals or lodging may not be credited against the minimum wage without a voluntary written agreement between the employer and the employee. When credit for meals or lodging is used to meet part of the employer's minimum wage obligation, the amounts so credited may not be more than allowed under the California Industrial Welfare Commission Orders. The written agreement must be voluntary and prior to the work being performed. Meals must be adequate, healthy and balanced. For allowable credits see: [dir.ca.gov/iwc/MW-2021.pdf](http://dir.ca.gov/iwc/MW-2021.pdf)*

## Breaks

The employer will provide a 10-minute paid break every 4 hours and a 30-minute unpaid meal break after 5 hours of work. The employee should be relieved of all work duties during the breaks. The rest period should be in the middle of the work period.

The employer must pay one hour of pay at the employee's regular rate of pay for each workday that the rest period is not authorized or permitted or meal period is not provided.

*Under California law, personal attendants are not subject to meal and rest period requirements. See more information on California's legal requirements on breaks and meal periods here:*

[https://www.dir.ca.gov/dlse/FAQ\\_MealPeriods.htm](https://www.dir.ca.gov/dlse/FAQ_MealPeriods.htm)

Employer Initials: \_\_\_\_\_

Employee Initials: \_\_\_\_\_

## Payment Method and Pay Periods

The employer will pay the employee by \_\_\_\_\_ (check, cash, direct deposit, payroll service) every \_\_\_\_\_ (specify how often and the day of the week). Employees are entitled to payment twice per month.

☐ Yes

☐ No

## Record Keeping

The employer will maintain records of the employee's work dates, hours, rate of pay per hour, date when paid, as well as any paid time off (paid sick time or vacation) that they have accrued or paid time off they have taken. At the end of the week/month, the employee may be asked to confirm the accuracy of this account. This record shall be accessible to the employee at all times and retained for at least three years.

The employer must provide the employee an itemized pay statement at the time of payment of wages that includes accurate and complete information, as required by law, including how much paid sick time is available.

*See more information on California's legal requirements on employer recordkeeping here:*

[https://www.dir.ca.gov/dlse/FAQ\\_RightToInspectPersonnelFiles.htm](https://www.dir.ca.gov/dlse/FAQ_RightToInspectPersonnelFiles.htm)

[https://leginfo.legislature.ca.gov/faces/codes\\_displaySection.xhtml?lawCode=LAB&sectionNum=226](https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=LAB&sectionNum=226)

Employer Initials: \_\_\_\_\_

Employee Initials: \_\_\_\_\_

### **On-the-Job Expenses and Reimbursements**

The employer will give the employee access to a petty cash fund to be used for approved purchases or will reimburse the employee for expenses. The employee should keep and submit all receipts.

*Under California law, the employer is required to provide reimbursements for expenses necessary to the performance of job duties. The employer must reimburse the employee for all approved or necessary expenses by the end of the pay period.*

Employer Initials: \_\_\_\_\_

Employee Initials: \_\_\_\_\_

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

☐ Yes

☐ No

☐ Not applicable (no driving is included in the work)

### **Workers' Compensation**

The employer will provide workers' compensation coverage.

Note: Some homeowners and renters insurance cover workers' compensation but not all; if you use a payroll company, please make sure to ask about this.

Name of

Insurer: \_\_\_\_\_

Address of Insurer & Phone

number: \_\_\_\_\_

Policy #:

\_\_\_\_\_

Or \_\_\_\_ Self-Insured (Labor Code 3700) and Certificate Number for Consent to Self-Insure:

\_\_\_\_\_

*California law requires that all employees be covered under Workers Compensation Insurance if they work a certain number of hours for their employer. CDWC and HIH recommends securing workers compensation before hiring anyone in your home for any length of time.*

Employer Initials: \_\_\_\_\_

Employee Initials: \_\_\_\_\_

## TIME OFF

### Workday Cancellation

If the employee reports to work and is not put to work for the regular or agreed upon shift (for example if the employer sends their employee home early) the employer shall pay the employee in full for that day.

*At minimum by law, the employer must pay at least half of the usual or scheduled day's work, but in no event less than two hours, at the employee's regular rate of pay. See more information about California's regulations on reporting time pay here:*

[https://www.dir.ca.gov/dlse/FAQ\\_ReportingTimePay.htm](https://www.dir.ca.gov/dlse/FAQ_ReportingTimePay.htm)

If the employer cancels one or more days of the employee's workweek for the coming week, the employee and employer can attempt to find a new date when those hours of work can be made up. Either way, the employer will pay the employee for those hours of cancelled work.

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 when those hours of work can be made up. If that isn't possible and if the employee is not able to use paid time off or paid sick leave, the employee forfeits their 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.

Employer Initials: \_\_\_\_\_

Employee Initials: \_\_\_\_\_

### Sick Days

The employee will generally earn 1 hour of paid sick time for every 30 hours of work. The employee may use sick time to attend to their own medical needs, as well as those of any family member. Paid sick time may also be used for needs related to domestic violence, sexual assault or stalking.

CDWC and HIH recommend that employers provide at least five days of paid sick time for full time employees per year and that employers not cap the amount of paid sick time that can be accrued or used by any of their employees.

*According to California's paid sick time law, an employee who, on or after July 1, 2015, works in California for 30 or more days within a year from the beginning of employment, is entitled to paid sick leave. Employees, including part-time and temporary employees, will generally earn at least one hour of paid leave for every 30 hours worked. See full description of the law here: <https://www.dir.ca.gov/DLSE/ab1522.html>.*

*Remember that some cities have more generous paid sick time ordinances.*

The employee will notify the employer reasonably in advance if the need for paid sick leave is foreseeable or as soon as practicable if the need is not foreseeable.

Employer Initials: \_\_\_\_\_

Employee Initials: \_\_\_\_\_

### **A Plan for Back-up Homecare Emergency Support**

There may be times when the employee can't get to work- either because they fall ill or bad weather prevents them from arriving or another reason. We recommend you make a plan in advance for what to do in this scenario. Is there another employee who lives nearby who is willing to come and work on short notice? Is there a friend, neighbor or family member who can fill in if needed?

*Note: If the employee is using paid sick time for this time off, it is not their legal responsibility to find a replacement.*

Identify this plan and write it here:

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## STEPS TO CREATE A HEALTHY WORKPLACE

The following are some suggestions for how to create a safe and healthy workplace.

*Please note that in California it is illegal for an employer to:*

- *force their domestic worker employee to work in an area that is under an evacuation order; or*
- *terminate or discriminate against their domestic worker employee for complaining about unsafe working conditions.*

### COVID-19 Public Health Emergency Protocol

We will take the following precautions to protect both parties from exposure to the Coronavirus:

- Employer will provide personal protective equipment (mask, gloves, etc)
- Employer must provide paid time off for their employee to get vaccinated during regular work hours if the employee chooses to get vaccinated
- Adults and children in the household should wear a face mask if a medical condition does not prohibit it
- Practice physical distancing (three feet or one meter)
- Work together to disinfect the workplace safely and thoroughly
- Keep the home well ventilated by opening windows and doors if safe to do so.
- Ensure that the employee can travel to and from work safely
- Confine the work to certain areas to reduce the risk of transmission
- If anyone from either the employer or the employee's household experiences symptoms or tests positive for COVID-19 they will inform the other party and make a plan for the safe quarantine of both parties

See the [National Domestic Workers Alliance's sample agreements with COVID-19 safety protocols](https://membership.domesticworkers.org/coronavirus/work-safely/) for more detailed suggestions-  
<https://membership.domesticworkers.org/coronavirus/work-safely/>

*Check the CDC for updated guidance on COVID-19 here:*

<https://www.cdc.gov/coronavirus/2019-ncov/index.html>

Employer Initials: \_\_\_\_\_

Employee Initials: \_\_\_\_\_

## Air Pollution Protocols:

If a wildfire comes near the worksite, or if another source makes the air quality in your area unhealthy for any reason, the employer agrees to take these precautions to protect the health of the employee:

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

If the employer's home is under an evacuation order the employer will notify the employee immediately and the employee will not have to report to work.

Employer Initials: \_\_\_\_\_

Employee Initials: \_\_\_\_\_

## Non-Toxic Cleaning Supplies

Creating a non-toxic home and work environment is important to both parties.

The employer will provide:

1. cleaning products that are non-toxic
2. goggles, gloves and a mask to protect the employee's health while cleaning
3. the tools used for cleaning such as vacuum, mop, duster, broom, sponges, etc.

\* Information about non-toxic products can be found at <https://sfenvironment.org/article/residents/cleaning-products> and [www.ewg.org/guides/cleaners](http://www.ewg.org/guides/cleaners)

Employer Initials: \_\_\_\_\_

Employee Initials: \_\_\_\_\_

## JOB TERMINATION

### **“At Will” Employment**

Under the law, the employee is an “at will” employee, meaning that either the employee or employer can end 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, the employer or employee will provide two weeks notice. If an employee quits, the employer must pay all wages due no later than 72 hours after the employee gives notice.

If the employer asks the employee to leave with less than two weeks notice, the employer agrees to pay for any planned work days during the notice period. If the employer discharges an employee, all wages earned and unpaid are due immediately.

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 what grounds would be cause for immediate termination without notice and list them below:

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Employer Initials: \_\_\_\_\_

Employee Initials: \_\_\_\_\_

## SIGNATURE

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. 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 the California Domestic Workers Coalition and 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.

## APPENDIX: Additional Benefits to Achieve a Truly Fair Work Agreement

Make sure to sign the signature page at the end of this appendix. At the end of each section there is a yes/no checkbox. We recommend the employer check each section to which they agree.

### RESPECTFUL COMMUNICATION

#### 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.

☐ Yes

☐ No

#### Probationary Period

The first three months of the employee's employment can be probationary. During this time, both parties (employer and employee) should try to discuss differences or conflicts in order to resolve them satisfactorily. The purpose of this time is to do a mutual evaluation of whether the employee and the employer family are a good match. The probation period will end on \_\_\_\_\_ and will conclude with a formal joint review of the work and relationship between the employer family and employee.

The probationary period will end on \_\_\_\_\_ and will conclude with a formal joint review of the work and relationship between the employer and employee.

\*Please note that at all times the employee is “at will” meaning that either the employee or the employer family may terminate the employment relationship. See the section on Job Termination in the Basic Agreement.

☐ Yes

☐ No

## FAIR PAY

### Annual Wage Increases

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

☐ Yes

☐ No

### Annual Bonus

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

☐ Yes

☐ No

### Travel

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

☐ Yes

☐ No

### Additional Expenses

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

*The law requires that the employer must compensate their employee for work related calls made on an employee's cell phone unless a cell phone is provided by the employer.*

## SUPPORTING WORKER HEALTH

### Food

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

☐ Yes

☐ No

### Healthcare

The employer will work with the employee to help them access healthcare. Ways the employer can help are by inquiring whether the employee has insurance through a partner or spouse, providing health insurance, 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 describe the arrangement below.

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☐ Yes

☐ No

## TIME OFF

### Vacation

The employee will begin to accrue vacation time starting at the date of hire. Vacation time will accumulate as follows:

The employee will accumulate 1 hour for every 20 hours worked (2 hours for every 40 hours). So if the employee works 40 hours a week consistently, they will accumulate 8 hours on average (1 day) of paid vacation time per month. If an employee works cleaning your house for 5 hours every week, in 1 month they will accumulate 1 hour of vacation. In 8 months, they will accumulate 8 hours of vacation.

The employee will coordinate with the employer to schedule vacation time. The Employer must pay for any vacation time in the same pay period used.

Any unused vacation should be paid out in the following way (check one):

- ☐ During an annual review of this agreement
- ☐ When the worker's employment with the employer ends

*The law requires that if vacation time is accrued it must be paid out upon termination of employment regardless of the reason for termination. See relevant state regulations here:*

[https://www.dir.ca.gov/dlse/faq\\_vacation.htm](https://www.dir.ca.gov/dlse/faq_vacation.htm)

- ☐ Yes
- ☐ No



## Holidays

These are the agreed upon holidays:

New Year's Day	Dr. Martin Luther King Jr. Day
President's Day	Memorial Day
July 4 <sup>th</sup>	Labor Day
Thanksgiving Day	Christmas Day
Employees Birthday	Floating Holiday

The employee and employer will negotiate whether the employee will work on any of these holidays and will negotiate as much in advance as possible. If the employee agrees to work on any of these holidays, they will be compensated one-and-a-half times their usual hourly rate.

☐ Yes

☐ No

## Family Medical Leave

The employer and the employee should have a discussion about how much leave will be provided and for what situations, for example bonding with a new baby, taking care of a sick family member or taking care of a serious medical condition. CDWC and HiH advise that the employer provide at least one month of family and medical leave.

*See more information about the Family and Medical Leave Act and the California Family Rights Act here:*

<https://www.edd.ca.gov/disability/faqs-fmla-cfra.htm>

☐ Yes

☐ No

This agreement will be outlined below:

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## JOB TERMINATION

### Severance

If the employer decides to let the employee go, in addition to paying for two weeks of pay if notice is not given (see Job Termination Section in the Basic Work Agreement), the employer will provide severance pay for the employee based on the number of years they have worked with the employer. The CDWC and HIH recommend one week of severance pay for each year of service. Please outline the details of this agreement here:

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☐ Yes

☐ No

### 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.

☐ Yes

☐ No

## SIGNATURE

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. 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 the California Domestic Workers Coalition and 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.