

# SAMPLE WORK AGREEMENT

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This work agreement is between:

\_\_\_\_\_ and \_\_\_\_\_.

It is effective from \_\_\_\_\_ to \_\_\_\_\_. This agreement may be amended at any time with the mutual agreement and signature of both parties.

## I. Work schedule:

Monday:	_____	to	_____
Tuesday:	_____	to	_____
Wednesday:	_____	to	_____
Thursday:	_____	to	_____
Friday:	_____	to	_____
Saturday:	_____	to	_____
Sunday:	_____	to	_____

## II. Job description:

Some areas to consider in your job description:

- A primary objective
- Health and medical care
- Cooking and nutrition
- Bathing and personal care
- Exercise and recreation
- Transportation
- Education and development
- Shopping and errands
- Housekeeping
- Household management
- Laundry and ironing
- Other duties and responsibilities

### **III. Compensation and benefits:**

#### **Salary schedule:**

The salary will be paid *(every week / every two weeks / on the 1st and the 15th of every month)*.

#### **Salary:**

According to the IRS, Household Employees are considered Non-Exempt Employees and therefore are required by law to receive overtime pay for hours worked above 8 hours per day and *(40 or 45)* hours per week. If you are planning to base your Employee's pay on a weekly salary and you anticipate they will work more than 40 hours per week, it is strongly recommended that you specify the hourly rate and overtime rate (time and a half) as indicated below. Please contact us for help calculating the regular and overtime rates. *(Note: Overtime rules can vary depending on the type of position. If you have questions, please call your Placement Counselor or your attorney.)*

Employee will receive a gross salary of \_\_\_\_\_ per week. The average workweek is \_\_\_\_ hours. The weekly salary comprises \_\_\_\_\_ regular hours at \_\_\_\_\_/hr and \_\_\_\_ overtime hours at \_\_\_\_\_/hr.

#### **Taxes:**

The following taxes are required to be withheld from the gross salary:

- ✓ Employee's share of Social Security
- ✓ Employee's share of Medicare
- ✓ Employee's portion of State Disability Insurance
- ✓ Employee's portion of State Income taxes

Federal and state income taxes may also be withheld from the gross salary if agreed to by both employer and employee. Employer and Employee will complete IRS form W-4 and Employer will withhold federal and state income taxes accordingly.

#### **Additional Salary details:**

Overnight or weekend care will be compensated at the rate of \$\_\_\_\_\_ *(per overnight/ per hour / per 24 hour period)*. On-call duty is defined as any period when the employee is asked to be immediately available for work, *(is/ is not)* required by this position and will be compensated at the rate of \$\_\_\_\_\_ per hour. The employer *(will / will not)* provide a cell phone and / or be responsible for the monthly charges.

Out of town duty is defined as the regular working responsibilities while traveling with a family and is *(optional / mandatory with \_\_\_\_\_ notice)*. While specific hours may vary, the number of working hours will not exceed regularly scheduled hours per week without being considered overtime. Traveling expenses are to be paid by the employer. Private accommodations *(will / will not)* be provided for the employee and are defined as a private room in a condo, and a separate room in a hotel. If applicable, the employee's significant other *(will / will not)* be invited to join the employee while working out of town. The employee will be responsible for their significant other's expenses.

**Expenses:**

Any work-related expenses incurred by the employee on behalf of the child are Employer's responsibility *(and require the employer's permission prior to any purchases over \$\_\_\_\_\_ / can be paid for from a petty cash fund available to the employee for miscellaneous expenses / will be reimbursed based upon request and receipts provided by the employee).*

**Paid holidays:**

The following holidays will be paid and are not required to be worked by Employee:

- \_\_\_\_\_ New Year's Eve
- \_\_\_\_\_ New Year's Day
- \_\_\_\_\_ Memorial Day
- \_\_\_\_\_ Independence Day
- \_\_\_\_\_ Labor Day
- \_\_\_\_\_ Thanksgiving Day
- \_\_\_\_\_ The day after Thanksgiving
- \_\_\_\_\_ Christmas Eve
- \_\_\_\_\_ Christmas Day
- \_\_\_\_\_ Other: \_\_\_\_\_

If Employee agrees to work on a paid holiday, they will be compensated *(at the regular hourly rate / at the overtime rate / with time and a half pay / with double pay / with \_\_\_\_\_ additional paid vacation days).*

**Vacation time:**

The employee will receive \_\_\_\_\_ vacation hours per year to be accrued on a monthly basis. Vacation time may be used *(as it is accrued / after three months of employment).* Vacation hours are to be coordinated with the employer and \_\_\_\_\_ days advance notice is required. The specific vacation schedule will be determined *(by the employer / by the employee / half at the employee's choice and half at the employer's choice).* Vacation time *(must / need not)* be used the year in which it is accrued. Unused vacation time will be paid at the close of employment. The employee will receive full salary should the family's vacation time exceed the employee's total vacation time.

**Sick days:** *(Note: There are a variety of city ordinances (SF, Oakland, etc.) that mandate that minimum paid sick leave be provided for employees, both full-time and part-time. The most recent California state law does not preempt local laws, so if you have a local law in effect, you must comply with both. The California state law and other local ordinances provide for or may provide for different limits, caps, etc. for employers with fewer than 10 employees. The following provision is written to comply with the California state law and the San Francisco ordinance for employers who have fewer than 10 employees. If you have fewer than 10 employees, this provision should be adequate though you should check your local laws. If you have more than 10 employees, we recommend that you seek separate legal advice.)*

Employee will accrue sick time at the rate of 1 *(can be more, but 1-to-30 is the minimum required)* hour of sick time for each 30 hours worked starting on the first date of employment. Total accrued but unused sick time is capped at 48 hours, meaning that Employee will stop accruing sick time for any period where the total hours of accrued but unused sick time is equal to 48 hours. Employee may use accrued sick time at any time starting 90 days after the first date of employment. *(If outside of SF, Oak or Emeryville: Employee may take only up to 24 hours of sick time in any 12-month period.)* Sick time is to be used for illness or family emergencies, not vacation. Illness or family emergency includes (i) care or preventative care of any existing health condition suffered by Employee or a family member, or (ii) for Employee's

care if Employee is a victim of domestic violence, sexual assault or stalking. Sick leave for doctor or dental appointments may be taken with coordination of days and advance notice. If additional sick time is necessary, they are to be taken *(from vacation day schedule / as unpaid)*. Unused sick hours will not be paid at the close of employment.

*Notes: (1) Employer must provide written notice of the amount of accrued and unused sick time. This info can be shown on the employee's pay stub.*

*(2) Vacation and sick time can be combined into just a single "PTO" provision as long as the PTO accrual meets the minimum applicable paid sick time requirements. But note that if vacation time and sick days are combined into PTO (paid time off), any accrued PTO must be paid at the close of employment. In contrast, accrued but unused sick time does not need to be paid out on termination.*

**Health insurance:**

Health insurance will be covered *(at 100% by the employer / at 75% by the employer / at 50% by the employer / up to \$\_\_\_\_\_ will be paid by the employer / as a benefit after \_\_\_\_\_ weeks of employment / is not offered as a benefit)*. *(Coverage will begin no later than \_\_\_\_\_.)*

**Dental insurance:**

Dental insurance *(is paid by the employer in full / 75% is paid by the employer, 50% is paid by the employer, up to \$\_\_\_\_\_ will be paid by the employer, may be offered as a benefit after of employment / is not offered as a benefit)*. *(Coverage will begin no later than \_\_\_\_\_.)*

**Automobile expenses:** (Employer should choose Paragraph #1 or Paragraph #2).

**1.** The automobile will be provided by the employer and may be used *(occasionally / regularly)* by the employee *(with / without)* the employer's permission. It is the *(employer / employee's)* responsibility to make sure the insurance and maintenance is up to date and the car is in good working condition. It is the employee's responsibility to immediately notify the employer regarding any mechanical problems, repairs, maintenance, or accidents. The car *(may / may not)* be utilized for personal use by the employee. The car *(may / may not)* be driven out of the Bay Area.

**2.** The automobile will be provided by the employee. Automobile expenses will be reimbursed at the then-current IRS standard mileage rate *(Google "IRS mileage rate" to find the current rate)* when employee uses their vehicle on the job. This does not include miles driven commuting to or from work. Mileage reimbursement will be paid on a *(daily / weekly / monthly)* basis. Reimbursement for upkeep of the car *(is not provided / will be determined on an as-needed basis / will be paid for by the employer)*. Employee will be expected to keep the automobile registration and insurance up-to-date. It is mandatory that the employee notify the employer of any lapse in coverage and / or new tickets or moving violations.

**Insurance:**

Auto insurance will be *(paid by the employer in full / 75% paid by the employer / 50% paid by the employer / covered up to \$\_\_\_\_\_ by the employer / the employee's responsibility)*.

**IV. Confidentiality:**

The employee agrees at all times during the term of their employment and thereafter, to hold in the strictest confidence any information regarding the employer personally, the employer's business and employer's family. The employee agrees not to use this information, except for

the benefit of employer in performing their work, or to disclose to any person, firm or corporation without written permission by employer. This means for example, employee may not use any confidential information to write a book, article, web blog or web site or in any way contribute to such online or print publications about the employer. The employee understands that "confidential information" means the terms of this agreement and any information about the employers, other employees or any one doing business with the employers. The employee will have access to confidential information during their employment and the employee agrees to hold all such confidential information in the strictest confidence. Disclosure of confidential information is grounds for immediate termination of employment.

**V. Performance reviews:**

A formal review will be scheduled for the employee's (3 mo. anniversary / 6 mo. anniversary / 1 yr. anniversary). A performance-based salary review will be given at (the 3 mo. anniversary / the 6 mo. anniversary / the 1 yr. anniversary). Employee will receive a review should the job description change drastically (i.e. a new child added to the responsibilities).

**VI. Termination:**

Employee's employment with Employer is for no specified period and constitutes at-will employment. As a result, employee is free to resign at any time, for any reason or for no reason. Similarly, Employer is free to conclude its employment relationship with Employee at any time, with or without cause, and with or without notice. Employer requests that, in the event of Employee's resignation, Employee give Employer at least two weeks notice.

Each party has read and agreed to this agreement and after signing below will receive a copy of the agreement.

**Signed and agreed:**

\_\_\_\_\_  
Employee's signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employer's signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employer's signature

\_\_\_\_\_  
Date

## **Work Agreement: Addendum items**

**Incorporating the following guidelines into your written agreement will help to create a clear and thorough outline of the Nanny's responsibilities and expectations. Remember that these details may not be applicable now, but your needs and relationship will change over time.**

### **Is the Nanny allowed to...**

- Take the child or children to their own home?
- Leave the child or children under another person's supervision? If so, under what circumstances?
- Do personal errands during work time?
- Have personal visitors to the house?
- Meet friends at a location outside of the house, i.e. park, museum?
- Receive personal phone calls at work? (If yes, outline the guidelines for length of calls)
- Receive advance paychecks or loans?
- Answer the front door if no visitor is expected?
- Do personal laundry at the house?
- Eat the household food?
- Drink the household alcohol? (If yes, under what circumstances?)
- Drop a child off at the curb of the school or meeting place or must the child be escorted to the final destination?
- Smoke at work?
- Administer medication to a child?

### **Household responsibilities...**

- Household chores: What are the expectations of the Nanny in terms of cleaning and straightening the house. Make sure the Nanny understands the priority of household duties and how this relates to the childcare responsibilities.

### **Details about emergencies...**

- Emergency contact numbers: Does the Nanny have a number for an emergency contact out of the state? Does the Nanny have the emergency line at work? The closest neighbor, the doctor's number? Does the Nanny understand when you can be interrupted from a meeting or paged? Have you agreed on a hiding place for an extra house key? Do you have an in a emergency meeting place designated outside the home? Is a listing of the emergency numbers in a form that can be carried with the Nanny at all times?

### **Salary and benefits...**

- Extra hours: What is the rate if the Nanny overtime rate? What is the rate for overnight care? How is the Nanny compensated for sleeping hours?
- Vacation time: How much notice is required? Who decides when vacation is taken?
- First Aid: Is the Nanny expected to renew her CPR or First Aid every six months? Once a year? Every two years? Who is responsible for the cost of the course?

## **Work Agreement: Addendum items (continued)**

### **What are the guidelines for...**

- Music: What is allowed in the car and / or home? What volume is appropriate?
- TV and / or videos: Is there an allotted time per day or week? Which shows or video ratings are allowed?
- The internet / computer: Is there a time allotment per day or week? Are their guidelines for games and sites? Do you have blocks established on the computer? Which guidelines apply to the Nanny?
- Discipline: Is spanking ever allowed? Is yelling ever appropriate? The term "time-out" means different things to different people - make sure you discuss your definition.
- Outings: Are their parameters for distance? Do you need to be notified before the outing?
- Play dates: Do you need to meet the family and / or child? Can the play date be at your home? At someone else's home? When, how frequent, and how long in duration?
- Communication: Do you expect the Nanny to keep a written log of the day's activities? Give you a verbal overview at the end of the day? Relay your phone messages?
- Tardiness to work or to pick up the child / children: Discuss your expectations around this. Make sure the Nanny knows where and who to call if they are going to be late.
- Confidentiality: Discuss your expectations around the sharing of personal or family information. Make sure the Nanny knows what information is public knowledge and what is private.
- Safety: Make sure your Nanny knows your rules about bicycle and / or skateboard helmets, car seats, seatbelts, supervision during baths and / or swimming time.
- Downtime: What are your expectations of the Nanny while the child is sleeping?
- Household security: If there is an alarm on the home, is the Nanny required to set it or unarm it? Is she required to lock all doors or close all windows each time she leaves the home, matter how short the trip? When home, is she required to keep all doors closed and locked including the garage door and applicable gates?