

# SAMPLE WORK AGREEMENT

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## Professional Caregiver

*An electronic copy of this is available on-line at [www.TandCR.com/hiring](http://www.TandCR.com/hiring)*

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:

The following are some areas you might want to consider in a job description:

- |   |   |
|---|---|
| <ul style="list-style-type: none"><li>• Shopping and errands</li><li>• Cooking and nutrition</li><li>• Medication Reminders</li><li>• Companionship</li><li>• Driving/Transportation</li><li>• Personal care and grooming</li><li>• Household management</li><li>• Transfers</li><li>• Light housekeeping</li><li>• Laundry and ironing</li></ul> | <ul style="list-style-type: none"><li>• Escort to appointments and social events</li><li>• Assistance with mobility and exercise</li><li>• Overnights</li><li>• Personal/home security</li><li>• Bookkeeping and budgeting</li><li>• Research projects</li><li>• Scheduling appointments/calendar</li><li>• Maintain daily activity log</li><li>• Keep family informed on health status of care recipient</li><li>• Other responsibilities &amp; duties</li></ul> |
|---|---|

### 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 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.

Employee will receive a gross salary of \_\_\_\_\_ per week. The average workweek is \_\_\_\_\_ hours. The weekly salary is comprised of \_\_\_\_\_ 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 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. Please select the method for handling federal and state income taxes.

\_\_\_\_\_ Employer will withhold federal and state income taxes from the gross salary (most typical)

\_\_\_\_\_ Employee will pay federal and state income taxes on their own throughout the year

#### 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 care recipient *(will be the responsibility of the employer / 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 the employee:

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

If the 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:**

The employee will receive \_\_\_\_\_ sick hours per year to be accrued at the rate of \_\_\_\_\_ per month. Sick time must be taken in the year in which it is accrued. Sick leave is to be used for illness or family emergencies, not vacation. Sick leave may be used for doctor / dental appointments with coordination of days and advance notice. If additional sick days are necessary, they are to be taken (*from vacation day schedule / as unpaid*). Unused sick leave will not be paid at the close of employment.

Note: If vacation time and sick days are combined into PTO (paid time off), any accrued PTO must be paid at the close of employment. Employers in the city of San Francisco are required by law (Measure F, Sick Leave Ordinance) to accrue one hour of paid sick leave for every 30 hours worked, beginning 90 days after the start of employment. This accrues and rolls over year to year but does stop accruing when a total of 40 hours is reached. This applies to both part-time and full-time employees.

**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 \_\_\_\_\_.*)

**Auto 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*).

**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 compensated at the rate of 51 cents per mile to be paid on a (*daily / weekly / monthly*) basis. Compensation 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.

#### **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.

#### **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 Caregiver's responsibilities and expectations. Remember that these details may not be applicable now, but your needs and relationship will change over time.**

### **Is the Caregiver allowed to...**

- Leave the care recipient under another person's supervision? If so, under what circumstances?
- Do personal errands during work time?
- Have personal visitors to the house?
- 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?
- Administer medication to a care recipient?

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

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

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

- Emergency contact numbers: Does the Caregiver have a number for an emergency contact out of the state? The closest neighbor, the doctor's number? Does the Caregiver 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 Caregiver at all times?

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

- Extra hours: What is the rate if the Caregiver overtime rate? What is the rate for overnight care? How is the Caregiver compensated for sleeping hours?
- Vacation time: How much notice is required? Who decides when vacation is taken?
- First Aid: Is the Caregiver 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?