

WORK AGREEMENT SAMPLE

This "Agreement" is made and entered into on _____ (date), between
_____ (employer) residing at _____ and
_____ (employee) residing at _____.

RECITALS

1. Employer is an individual and a "Household Employer", resident of _____ (state), and over the age of 18.
2. Employee is an individual, resident of _____ (state), and over the age of 18.
3. Employee is willing to be employed by Employer, and Employer is willing to employ Employee, on the terms and conditions set forth in this Agreement.

A. EMPLOYMENT

1. Employment under this agreement is to begin on _____ and continue unless sooner terminated as provided herein.
2. Subject to the supervision and control of Employer, Employee shall perform the usual and customary duties of _____, including but not limited to that of those described in the written job description.
3. Employee shall work at the convenience of Employer, arriving and leaving at times to be specified by Employer. Employee shall not be required to work more than ____ hours per week, but may consent to do so.

B. COMPENSATION

1. Subject to the following provisions of this agreement, the Employer agrees to pay the Employee a gross compensation hourly rate of \$_____.
2. Employer shall deduct and withhold appropriate amounts from Employee's gross pay as required by federal and state laws.
3. Employer shall pay Employee on a (weekly _____) basis on the Friday of each week.
4. Employee shall receive an overtime wage of 1.5 times the usual gross hourly rate for each hour worked exceeding 40 hours per week. At the Employer's option, the Employer may compensate Employee by either paying overtime or by giving Employee compensatory time off, during the same pay period.
5. Employer, at its own discretion, may agree to increase Employee's hourly gross compensation from time to time in writing.

C. BENEFITS

1. Employee is entitled to ____ days of paid vacation annually. The vacation must be scheduled 30 days in advance and agreed to by employer. Vacation is based upon normal payment for a 40-hour workweek.
2. Employee will receive ____ days per year as paid sick time. Sick time may not be accumulated from year to year. Sick time benefits cannot be taken in cash compensation and are forfeited on termination of employment.

D. TERMS AND CONDITIONS OF EMPLOYMENT

1. Employee may not drink alcohol, use illegal drugs or smoke while on duty for the employer.
2. Employer shall provide Employee with a petty cash fund for job related expenses. Employer shall reimburse Employee upon providing Employer with a complete expense report with a related receipt(s). Reimbursements will be made weekly.
3. Employment with the Household employer lends itself to intimate and sensitive information. Therefore, Household employee agrees to treat household information as private and confidential both during and after his/her employment tenure. Household employee agrees that no information pertaining to the household, such as the home’s security system code or a password for childcare drop offs, is to be repeated inside or outside of the worksite. This applies to any information that is discussed by parties within the household, as well. In addition, Household employee agrees not to discuss his/her salary and benefits with other household employees. Household employee acknowledges that a violation of this rule of conduct will be grounds for early dismissal.

E. TERMINATION OF AGREEMENT

1. Employer may terminate employment by Employee for violation of paragraph D1.
2. Employer may terminate employment by Employee for failure to perform the duties set forth in the job description and employee handbook.
3. Termination means that benefits in paragraph C cease as of the date of termination.
4. Agreement may be ended by mutual agreement.
5. Employment is at the discretion of employer and employee. Either party may terminate this agreement with or without notice or cause.

G. MODIFICATION AND INTERPRETATION

1. The job description may change by mutual consent.
2. Each party expects that Employee will conform to the custom and practice of the _____ (household employment, i.e. Chef, nanny, butler).

F. APPLICABLE LAWS

1. The provisions of this agreement shall be construed in accordance with the laws of the state of _____.

Household employer	Date	Household employee	Date
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******The information in this sample is designed to provide an outline that you can follow when formulating personnel plans. Due to the variances of many local, city, county and state laws, we recommend that you seek professional legal counseling before entering into any agreement.***