

U.S. DEPARTMENT OF LABOR

Employment Sample Agreement for Home Care Workers

Domestic workers across the United States are doing critical work to ensure that our economy functions and our families and communities thrive. Yet while care for households, children, people with disabilities, and older adults is invaluable, domestic workers—who are disproportionately women, immigrant women and, depending on the job, disproportionately women of color—too often work in precarious conditions without formalized employment arrangements. Families employing domestic workers may have little experience as employers and may not understand their legal responsibilities, their employees' rights, and best practices for maintaining a high-quality, healthy and safe employment environment.

In April 2023, President Biden issued the [Executive Order](#) on Increasing Access to High-Quality Care and Supporting Caregivers, which directed federal agencies to undertake the most comprehensive set of executive actions ever issued to improve care for families while supporting care workers and family caregivers. The Executive Order called on the Secretary of Labor to develop compliance assistance and best practices for domestic care workers and their employers to promote fair workplaces and ensure the parties know their rights and responsibilities.

To support this effort, the U.S. Department of Labor developed sample employment agreements, for illustrative purposes, for household employers and cleaners, home care workers, and nannies. These sample agreements are a tool that both household employers and domestic workers can choose to use as a helpful starting point to facilitate an open discussion about and create a shared understanding of the terms of employment. These sample agreements may help household employers and workers develop their own employment agreements together, thereby reducing potential future misunderstanding or conflict and strengthening the employment relationship and trust.

The use of these sample agreements is not required by law. The provisions in the sample agreements do not necessarily represent legal obligations, but instead reflect topics that employers and employees may voluntarily choose to address. *The sample agreements do not constitute legal advice by the U.S. Department of Labor and do not reflect the full range of laws that may apply in every situation, including local and state laws that may provide additional protections and requirements. Employers should review local, state, and federal laws to ensure they are in compliance with the law that provides the most protections for employees and should include additional legal requirements as necessary in their own agreements. Parties remain independently responsible for complying with applicable law.*

Numerous laws establish rights and protections that cannot be waived or abridged by private contracts. Use of an employment agreement should not be construed to waive the rights or protections of an employee under applicable federal, state, or local law. The agreement may provide rights or protections to the relevant party that are separate from federal, state, or local law. This publication is for general information to provide a voluntary resource for employers and employees and is not considered in the same light as official statements of position. The contents of this sample agreement do not have the force and effect of law and are not meant to bind the public in any way.

Sample Written Agreement for Home Care Workers

I. Basic Information

This written agreement lays out the agreed-upon terms of employment and home care services between _____ (“Employer”) and _____ (“Employee”).

1. Employer name: _____
 - a. Employer contact information: _____
 - b. Emergency contact: _____
2. Employee name: _____
 - a. Employee contact information: _____
 - b. Emergency contact: _____
3. Individual(s) receiving care services:

Full Name	Age	Emergency Contact	Additional information about individual receiving care services

4. The place of work is located at (address):

5. The start date of employment is _____.
6. The length of employment (check one):
 - Option 1:* The length of employment is until either party ends the agreement.
 - Option 2:* The employment relationship between the parties will end on _____ (“Termination Date”).

II. Job Responsibilities

1. The Employee agrees to perform the following duties (check all that apply):

Personal and Health Care

- Assist with transfers (limiting the total number of transfers 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)
 - Stand
 - Cradle
 - Equipment-assisted transfer
 - Assist up/down stairs

- Assist with walking
- Assist with bathing
- Assist with dressing/undressing
- Assist with grooming
- Assist with toileting
- Provide bowel and bladder care
- Provide diapering
- Assist with exercising
- Assist with or administer medication
- Other tasks, including: _____

Household Support

- Prepare meals
- Assist with feeding
- Clean dishes and kitchen
- Shop for groceries
- Wash, dry, fold, and put away laundry
- Change bed sheets
- Run errands
- Coordinate transportation
- Provide transportation to/from: _____
- Light cleaning, including: _____
- Pet care, including: _____
- Other tasks, including: _____

Companionship and Support

- Companionship and conversation
- Appointment and activity scheduling
- Go for walks or spend time outdoors
- Social engagement, including: _____
- Other tasks, including: _____

Other

- Other tasks, including: _____

2. Employer and Employee understand that the Employee may complete additional tasks as a part of their employment, that all time spent working must be compensated, and that the above list of job responsibilities is not exhaustive.

III. Pay and Benefits

1. Employer agrees that Employee shall be paid at the following rates:
 - a. Hourly rate of pay per hour for non-overtime hours (must be at least the highest applicable local, state, or federal minimum wage): \$ _____

- b. Overtime rate of pay per hour for every hour (or fraction of every hour) worked over 40 hours per week (at least 1.5x their hourly rate of pay) which must be paid unless the employee is exempt under the Fair Labor Standards Act:
\$ _____
2. Employer agrees that the regular day(s) of payment and the means of payment to Employee are as follows:
- a. Payment by (check one):
- Cash
 - Check
 - Direct deposit
 - Other form of payment: _____
- b. The frequency of payment shall be (check one):
- Weekly on _____ (day of week)
 - Bi-weekly on _____ (day of week) every two weeks
 - Semi-monthly on _____ (date) and _____ (date) each month
 - Other: _____
3. Employer shall provide the following additional benefit(s) to Employee (check all that apply):
- Health insurance
 - Dental insurance
 - Reimbursement for health insurance premiums
 - Retirement plan contributions
 - Transportation allowance
 - Additional benefits:

4. A pay statement will be provided to Employee on days of payment and will include the following information (check all that apply):
- Name and address of the Employer
 - Dates of the pay period for which Employee is paid
 - Total hours worked
 - Gross wages earned (i.e., amount Employee earns prior to deductions and taxes)
 - All deductions and withholdings
 - Net wages earned (i.e., amount Employee receives after deductions and taxes)
 - Other:

IV. Taxes and Paycheck Deductions

1. The Employer will pay and withhold the legally required local, state, and federal taxes, including Social Security and Medicare taxes, and all other legally required deductions.
2. At the Employee's direction, the Employer will withhold _____ (amount or percentage) as the Employee's income tax withholdings.

3. Any additional deductions from the Employee's wages must be mutually agreed upon and consistent with applicable federal, state, and local laws, including section 3(m) of the Fair Labor Standards Act which governs food, beverage, and lodging deductions. The following deductions per _____ (pay period/month) shall be made:
- a. Amount for health insurance, if applicable: \$ _____
 - b. Amount for food and beverages, if applicable: \$ _____
 - c. Amount for accommodations/lodging, if applicable: \$ _____
 - d. Amount for other deductions, if applicable: \$ _____

V. Schedule and Work Hours

- 1. Employer shall record all hours worked by the Employee, or the Employee shall record all hours worked and report them to the Employer (check one). Employer will keep all records in accordance with applicable law, including the Fair Labor Standards Act.
- 2. Employee's work schedule will be recorded below. If the Employee works any additional amount in a particular workweek, that time will all be compensated at the appropriate rate.

Day	Start Time	End Time	# of Daily Hours
Sunday	_____ AM/PM	_____ AM/PM	_____
Monday	_____ AM/PM	_____ AM/PM	_____
Tuesday	_____ AM/PM	_____ AM/PM	_____
Wednesday	_____ AM/PM	_____ AM/PM	_____
Thursday	_____ AM/PM	_____ AM/PM	_____
Friday	_____ AM/PM	_____ AM/PM	_____
Saturday	_____ AM/PM	_____ AM/PM	_____
Total Hours Worked Per Week:			_____

3. If the Employee is expected to be “on call” for any hours during the week where they must be immediately available or on-site, then the Employer agrees to pay the Employee the appropriate rate (hourly rate or overtime pay) for those “on call” hours. If Employee is expected to be “on call” on a regular basis, Employer will discuss this expectation with the Employee and incorporate it into this agreement.
4. Employee shall have the following regular workday meal and rest breaks; Employer acknowledges that short breaks (20 minutes or less) and longer breaks where the Employee is not completely relieved from duty generally must be paid:

Break Type (Meal/Rest/Other)	Duration (min)	Frequency (per day)	Paid
(Specify the type of break)	(Specify the duration by minutes)	(Specify the number of times per day)	(Specify “Yes” or “No”)

5. As part of the Employee’s workday, Employer and Employee will meet together on _____ (day of the week) for _____ (duration) to communicate about any necessary planning and scheduling, what is going well and to address any issues or conflicts that have arisen. Employer will encourage Employee to raise concerns regarding any workplace or work-related hazards, unsafe conditions, and any illnesses or injuries.
6. Employer agrees to provide Employee with reasonable break time to express breast milk for their nursing child for one year after the child’s birth each time the Employee has need to express milk, if needed. Additionally, the Employer agrees to provide a space to pump that is free from intrusion and surveillance technology, shielded from view, and not a bathroom.

VI. Cancellations, Schedule Changes, and Emergencies

1. If the Employer requests a schedule change or cancellation:
 - a. The Employer must provide the Employee notice of a schedule change or cancellation at least _____ (time period) prior to the scheduled work.
 - b. If notice of a schedule change or cancellation is within _____ (time period) of scheduled work, then the Employer will (e.g., pay the worker in full for the time they would have worked):

2. The Employer and Employee agree on the following processes for emergencies when the Employee is not able to come in (i.e., severe weather):

VII. Living Arrangement

1. The Employee and Employer agree that (check one option below):
 - Option 1:* Employee will live in the Employer’s home, residing on the premises permanently or for extended periods of time (“Live-In”).
 - o Note: If “Option 1” is selected, good practices and legal requirements regarding Live-In Employees are included on the DOL “Sample Agreements” website.
 - Option 2:* Employee will not live in the Employer’s home.

VIII. Leave Benefits

1. Employer and Employee agree on the following policies regarding leave benefits, in addition to compliance with any applicable federal, state, or local law regarding leave benefits:

Type of Leave	Policy Description
<p>Sick Leave (e.g., Employee or their child is sick or has a medical appointment)</p>	<p>Compensation (check one): <input type="checkbox"/> Paid or <input type="checkbox"/> Unpaid How Leave is Earned: <input type="checkbox"/> Employee will earn _____ hour(s) of sick leave for every _____ hour(s) of work, up to _____ days per calendar year. <input type="checkbox"/> Employee will start every year with _____ hours of sick leave that they may use throughout the year. What the leave can be used for: _____ Employee agrees to give Employer reasonable notice of intent to use sick leave, when possible. If unused, _____ hours of sick leave can be carried over to the next year.</p>
<p>Vacation Time (e.g., Employee’s time off for leisure)</p>	<p>Compensation (check one): <input type="checkbox"/> Paid or <input type="checkbox"/> Unpaid How Leave is Earned: <input type="checkbox"/> Employee will earn _____ hour(s) of vacation leave for every _____ hour(s) of work, up to _____ days per calendar year. <input type="checkbox"/> Employee will start every year with _____ hours of vacation leave that they may use throughout the year. Employee must notify Employer of intent to use vacation time within _____ days prior to taking leave. If unused, _____ hours of vacation leave can be carried over to the next year. Upon termination, _____ hours of unused paid vacation leave will be paid to the Employee at a rate of \$_____ per hour.</p>

<p>Caregiving and Medical Leave (e.g., Employee gives birth, needs to recover from surgery, or their spouse has a serious medical condition)</p>	<p>Compensation (check one): <input type="checkbox"/> Paid or <input type="checkbox"/> Unpaid How Leave is Earned: <input type="checkbox"/> Employee will earn _____ hour(s) of caregiving and medical leave for every _____ hour(s) of work, up to _____ days per calendar year. <input type="checkbox"/> Employee will start every year with _____ hours of caregiving and medical leave that they use throughout the year. What the leave can be used for: _____ Amount of time required to give notice: _____ <i>Employer agrees to comply with applicable federal, state, or local law regarding paid or unpaid family and medical leave, including the federal Family and Medical Leave Act.</i></p>
<p>Safe Leave (e.g., Employee needs time off to address intimate partner violence)</p>	<p>Employer will provide safe leave to the Employee due to situations that may arise related to gender-based violence, for up to a maximum of _____ days per year. This leave will be <input type="checkbox"/> Paid or <input type="checkbox"/> Unpaid</p>
<p>Bereavement Leave (e.g., Employee needs leave to handle matters related to a death and to grieve)</p>	<p>Employer will provide bereavement leave to the Employee in the event of a death in the Employee's family for up to a maximum of _____ days per year. This leave will be <input type="checkbox"/> Paid or <input type="checkbox"/> Unpaid</p>
<p>Other: _____ _____</p>	<p>Compensation (check one): <input type="checkbox"/> Paid or <input type="checkbox"/> Unpaid Amount of Leave: _____ What the leave can be used for: _____ Amount of time required to give notice: _____</p>

2. Employer will provide the following holidays, which will be Paid or Unpaid:

3. For any above holidays that the Employee agrees to work, Employer will provide to the Employee (e.g., premium pay, additional vacation leave, etc.):

IX. Workplace Health and Safety

- 1. Expectations around COVID-19 and other infectious diseases protocols, including vaccinations, include:

- 2. Employer will obtain, as required by applicable law, workers' compensation insurance or the equivalent (e.g., through self-insurance or homeowner's insurance) to cover wage-loss and medical benefits, as appropriate, in the event that the Employee is injured or sickened on the job (check one): Yes (Details of insurance: _____) or No
- 3. Employer and Employee should identify risk factors that commonly contribute to work-related injuries (e.g., use of chemicals, transfers, lifting, bending, repetitive motion, slips, trips, and falls), and take steps to properly mitigate these factors.
- 4. Employer agrees to assess whether there is a potential risk of violence for the worker from anyone in the home or neighborhood and, if applicable, develop a plan to mitigate this risk.
- 5. Employer will ensure that training is provided to the Employee about the safe and proper use of chemicals, any specialized tools, and personal protective equipment used in the course of work.

X. Disability Accommodations

- 1. If applicable, Employer agrees to the following accommodations for the Employee due to a temporary or permanent disability:

XI. Supplies, Tools, and Personal Protective Equipment

- 1. Employer and Employee agree that supplies, tools, and appropriate personal protective equipment (e.g., goggles, gloves, masks) for tasks that fall within the Employee's responsibilities described in Part II shall be obtained as follows (check one option below):
 - Option 1:* Employer shall provide (and replace as appropriate) all necessary supplies, tools, and properly fitting personal protective equipment at the Employer's expense.
 - Option 2:* If the Employee pays for any supplies, tools, and appropriate protective equipment, then (check one):
 - Employer shall give the Employee access to cash or funds for approved purchases or emergencies.
 - Employee should keep and submit all receipts, and the Employer shall reimburse them within _____ days.

XII. Workplace Dignity and Respect

1. Employer and Employee understand and agree to treat each other with respect and dignity in all interactions and forms of communication. They also understand and agree that discrimination, violence and harassment, including gender-based violence and harassment, is prohibited. This prohibition applies to all members of the household and guests and includes but is not limited to crude or sexual comments about appearance, body, or clothes; pornographic or sexually explicit images; unwelcome or inappropriate touching; sexual harassment, sexual assault, up to and including rape; threatening to terminate employment or reduce pay if Employee refuses sexual advances; and making sexist or derogatory comments based on gender. The Employee has the right to leave employment if discriminated against, abused, harassed, or subject to violence.
2. Employer shall not retain Employee’s original documents or personal effects (e.g., passport, social security card, work visa, etc.).
3. Employer understands that it is illegal to retaliate against Employee for asserting their rights under the Fair Labor Standards Act. Other laws may offer further protections against retaliation. Employer also agrees not to retaliate against Employee for raising concerns about possible violations of the terms of this contract.
4. The Employer understands that the Employee may be protected against discrimination and other unfair employment practices under local, state, and federal labor and employment laws regardless of race, sex, age, national origin, immigration status or other protected class as defined by law.

XIV. Termination or Severance of Employment

1. If either the Employer or Employee chooses to end the working arrangement, the terminating party will provide at least _____ week(s) notice.
2. If the Employee is asked to leave before the end of the _____ week(s) notice period, the employee will still be paid through the notice period, unless the Employee is terminated for a reason listed below.
3. If the Employer decides to terminate the Employee (with or without advanced notice), the Employer will provide _____ week(s) of severance pay to the Employee based on the number of years the Employee worked for the Employer (e.g., one week of severance pay for each year of service). This will not apply in the case of immediate termination for a cause mentioned below.
4. The Employer and Employee shall discuss situations that would be grounds for immediate termination without advanced notice and list them here:

Agreement Signatures

The Employer(s) and Employee have signed below to indicate that they understand and agree with the terms of the agreement above. (If there is more than one Employer, each Employer and the Employee should sign the agreement below.)

Employer(s)

Signed name: _____

Printed name: _____

Date: _____

Employee

Signed name: _____

Printed name: _____

Date: _____

Additional Information for Household Employers and Home Care Workers

Domestic work and the Fair Labor Standards Act:

The Department of Labor's Wage and Hour Division (WHD) enforces federal labor standards, including the federal minimum wage, overtime pay, recordkeeping, protections to pump breast milk at work, and child labor requirements of the Fair Labor Standards Act (FLSA). Workers employed in domestic service in private homes are covered by the FLSA. WHD has multiple resources for employees and employers, including fact sheets and frequently asked questions here: <https://www.dol.gov/agencies/whd/direct-care/resources>.

Resources for household employers who employ home care workers:

The WHD has numerous resources for individuals, families, and households who use home care services to help them comply with their responsibilities under the FLSA.

These resources include a Home Care Guide explaining who must follow the FLSA rules, with examples of situations involving hiring a home care worker directly, using a home care agency, and arranging care through a Medicaid-funded self-directed program. The guide includes consideration of workers who are family members of the employer and those who are live-in workers. The guide also explains how to comply with the FLSA, including how to pay minimum wage and overtime, track hours worked, and keep proper records. This guide can be found at: <https://www.dol.gov/agencies/whd/direct-care/guide>.

Depending on facts and circumstances, the provision of additional benefits under this written employment agreement may result in the establishment by the employer of one or more employee benefit plans (retirement plans, group health plans, and other welfare benefit plans) covered by the Employee Retirement Income Security Act of 1974 (ERISA). Employers can learn more about ERISA's requirements for the administration and operation of employee benefit plans, including reporting, disclosure, benefit claims procedure, fiduciary, and health benefit obligations, by visiting <https://www.dol.gov/agencies/ebsa/employers-and-advisers/small-business> or calling 1-866-487-2365.

For additional employment compliance assistance resources for employers, please visit www.employer.gov.

Resources for home care workers:

WHD has resources for home care workers to help them determine if they are entitled to federal labor protections, including receiving at least the federal minimum wage and overtime. Those resources can be found at: <https://www.dol.gov/agencies/whd/direct-care/workers>.

For additional information about workplace rights and resources for workers, please visit www.worker.gov.



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