# Work Agreement Sample

This Agreement is made and entered into on (date), between

 (employer) residing at

 and (employee)

residing at

## Recitals

Employer is an individual and a “Household Employer,” resident of

 (state), and over the age of 18.

Employee is an individual, resident of (state), and over the age of 18.

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.

## Employment

Employment under this agreement is to begin on and

 continue unless sooner terminated as provided herein.

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.

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.

## Compensation

Subject to the following provisions of this agreement, the Employer agrees to pay the Employee a gross compensation hourly rate of

$ .

Employer shall deduct and withhold appropriate amounts from Employee’s gross pay as required by federal and state laws.

Employer shall pay Employee on a (weekly ) basis on the Friday of each week.

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.

Employer, at its own discretion, may agree to increase Employee’s hourly gross compensation from time to time in writing.

## Benefits

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.

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.

## Terms and Conditions of Employment

Employee may not drink alcohol, use illegal drugs, or smoke while on duty for the employer.

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 related receipt(s). Reimbursements will be made weekly.

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 or 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.

## Termination of Agreement

Employer may terminate employment by Employee for violation of paragraph D-1.

Employer may terminate employment by Employee for failure to perform the duties set forth in the job description and employee handbook.

Termination means that benefits in paragraph C cease as of the date of termination.

Work agreement may be ended by mutual agreement.

Employment is at the discretion of Employer and Employee. Either party may terminate this agreement with or without notice or cause.

## Modification and Interpretation

The job description may change by mutual consent.

Each party expects that Employee will conform to the custom and
practice of the (household employment, e.g., chef, nanny, butler).

## Applicable Laws

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

Household Employer Date

Household Employee Date

(NOTICE: the information in this sample is designed to provide an outline that you can follow when formulating personnel plans. Because of the variances of many local, city, county, and state laws, we recommend that you seek professional legal counseling before entering into any agreement.)

# Confidentiality and Nondisclosure Agreement

This Agreement (“Agreement”) is made effective as of , 20 , by and between , (“Household Employer”), of , [address] of the Household and , (“the Household Employee”).

Household Employer is a private household with an employment position.

Household Employer desires to have services of the Household Employee. Household Employee is willing to be employed by Household Employer.

Therefore, the parties agree as follows:

CONFIDENTIALITY. 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 or 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.

UNAUTHORIZED DISCLOSURE OF INFORMATION. If it appears that

Household Employee has disclosed (or has threatened to disclose) Information in violation of this Agreement, Household Employer shall be entitled to a Court injunction to restrain Household Employee from disclosing, in whole or in part, such Information, or from providing any services to any party to whom such Information has been disclosed or may be disclosed. Household Employer shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

CONFIDENTIALITY AFTER TERMINATION OF SERVICES. The confidentiality provisions of this Agreement shall remain in full force and

effect for a one-year period after the termination of Household Employee’s services.

APPLICABLE LAW. The laws of the State of shall govern

this Agreement.

Household Employer

By Date AGREED TO AND ACCEPTED.

Household Employee

By

Date

Date

# Employee Handbook Acknowledgment Receipt

Date:

I acknowledge that I have received a copy of the household employee hand- book, and that I am responsible for reading and understanding the
information set forth within the handbook. I understand that I am responsible for returning the employee handbook to my employer upon my resignation or termination of employment.

Employee Name (please print): Employee Signature: