

GENERAL HOUSEHOLD EMPLOYER/EMPLOYEE AGREEMENT

Household Employee Agreement ("Agreement") made this day _____, _____, between _____ ("Employer") and _____ ("Employee").

The parties agree as follows:

1. Term of Agreement. The employment relationship is at will between the Employee and Employer and shall commence on _____, _____, and shall continue until terminated as provided in Paragraph 9. There will be a training period during the first _____ of employment. The employee will be compensated \$ _____ per day while undergoing the training period. During this training period the duties will be performed as follows:

2. Duties of Employee. Employee shall be employed as a live-_____ (out/in)_____ (Housekeeper, Nanny, Companion, etc.) Employee's duties shall include such services and duties normally associated with the position of a live-domestic. Such duties shall include all services specifically detailed as an addendum to this Agreement. These particular duties may be changed from time to time by the Employer.

3. Time and Efforts. Employee will use her/his full time and efforts to perform her/his duties. The employee will at all times faithfully and industriously and to the best of her/his ability, experience and talents perform all of the duties that may be required to the satisfaction of Employer.

4. Compensation.

4.1 Hourly Rate of Pay. In full payment for employee's services, employer shall pay to Employee compensation in the amount of \$ _____ for each hour of work performed.

4.2 Discretionary Bonus Employer, in its sole discretion, may, at any time, grant a bonus to the Employee which shall be in addition to the compensation provided in paragraph 4.1. The granting of a bonus shall not create a practice or precedent that shall require Employer to grant a bonus at any other time.

4.3 Salary Review Employer will give a salary review to Employee after _____ period of employment. It is discretionary whether an Employer chooses to provide Employee with a salary increase. The increase, if any, will be relative to the cost of living increase not less than \$ _____ or _____ %.

5. Working Hours and Overtime

5.1 Hours Employee's normal work hours are from _____ AM to _____ PM, _____ through _____ not to exceed _____ () hours a day. Hours worked in addition to Employee's normal schedule may be worked only with permission from Employer.

5.2 Payment Terms Employee will be paid \$ _____ per hour, \$ _____ per week, and \$ _____ per month. The following items will be deducted from the Employee's paycheck:

- State Disability Insurance (SDI)
- California Personal Income Tax (PIT)
- Unemployment Insurance (UI)
- Employment Training Tax (ETT)
- Federal Withholding
- Medicare
- Social Security

5.3 Overtime Employee will be paid at the rate of _____ times her regular hourly rate of pay for all work over _____ () hours in the workday. Employee is not permitted to work overtime unless authorized, in advance, by Employer.

5.4 Rest Periods When employee works a minimum of four (4) hours per day, Employee will receive one paid 10-minute rest period. When Employee works a minimum of six (6) hours per day, Employee will receive two (2) paid (10) minute rest periods, one in the morning and one in the afternoon.

5.5 Meal Breaks When Employee works no more than five (5) hours per day, Employee will receive a _____ () hour or _____ () minute unpaid off-duty meal break. On any scheduled workday, Employer will provide Employee with () Breakfast, () Lunch, () Dinner - during off-duty time.

5.6 Other Benefits The following will be provided to the Employee as follows:

- Meals as indicated _____
- Room and Board _____
- Health Insurance _____
- Dental Insurance _____
- 401(k) Plan _____
- Transportation _____

5.7 Compensation for Additional Children Should another child join the household, the Nanny/Domestic shall be compensated at a rate of \$ _____ per week. If other children visit the household, the Nanny/Domestic shall be compensated at a rate of \$ _____ per hour.

6. Vacation Employee will accrue _____ () days of paid vacation after _____ year(s) of employment. _____ (initial) If Employee is due a paid vacation, but is terminated prior to receiving a paid vacation, Employee will be paid for any earned but unused vacation **OR** _____ (initial) Employee will be paid vacation time only when a full year of employment is completed.

7. Sick Leave/ Personal Days Employee is allowed _____ () days of paid sick leave per year. Any other sick leave will be deducted from pay. Employee is allowed _____ () days for personal reasons. Any other personal days taken will be deducted from pay.

8. Holidays Employee is allowed _____ paid Holidays per year. Specifically: _____

Employer is not obligated to pay Employee for any Holiday not stipulated above as a paid holiday. If employee works on a previously agreed to paid holiday, at the employer's request, the employee will be compensated at a rate of _____ for that day.

9. Termination This Agreement may be terminated at any time by Employer or Employee, within their sole discretion, with or without cause. If, at any time, Employee breaches this Agreement, or fails or refuses or neglects to perform any of Employer's obligations under this Agreement, or for other good reason, the Employer may terminate the Employee at will.

10. Severance Employee is entitled to severance pay of _____ only if Employee is terminated by Employer. This severance pay can be omitted by Employer at Employer's sole discretion as a result of but not limited to the Employee's misconduct or gross negligence.

11. Notice Employee and Employer will make every effort to provide a minimum of two-(2) weeks' notice prior to termination. Notwithstanding the foregoing, Employer can terminate this agreement at will without notice and at Employer's sole discretion as a result of but not limited to the Employee's misconduct or gross negligence.

12. Entire Agreement This Agreement embodies the entire understanding between the parties and merges all prior discussions or communications between them, and no party shall be bound by any definitions, conditions, warranties, or representations other than as expressly stated in this Agreement or as subsequently set forth in writing signed by the duly authorized representatives of all of the parties hereto or the party whose rights are affected.

13. No Oral Change; Amendment This Agreement may only be changed or modified and any provisions may only be waived by an addendum signed by the parties. This includes but is not limited to all agreements between Employer and Employee relating to the work.

14. Insurance and Taxes The employer will provide Worker's Compensation. Any other insurance provided is stipulated in section 5.6 of this Agreement. The employer is to withhold any mandatory taxes for which they are responsible on the employee's salary. The employee is responsible for paying all state and federal income taxes.

• **Additional Agreements** Employer and Employee additionally agree to the following comments:

The date indicated and Employee's signature below acknowledges Employee's review, understanding and full knowing and voluntary acceptance of the terms and conditions set forth in this Agreement.

This Agreement is executed by Employer and Employee at: _____,
on (Date) _____, _____.

Employer's Signature

Employer's Signature

Employee's Signature