



CRUCIAL CONTRACT SURVEY 4 CARE WORKERS

tinyurl.com/cfcontractsurvey

All care workers who open this template please fill out this 1 minute survey so we can connect you to contract resources and track our community's progress :)

CRUCIAL CONTRACT SURVEY 4 EMPLOYERS

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“The Bronze Contract”

Employment Agreement for Child Care

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 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.

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.



“The Bronze Contract”

Employment Agreement for Child Care

I. Basic Information

This written agreement lays out the agreed-upon terms of employment and nanny 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 nanny services:

Full Name	Age	Emergency Contact	Additional information about individual receiving nanny 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):

Childcare

- ☐ Assist with bathing
- ☐ Assist with dressing
- ☐ Assist with toileting
- ☐ Provide emotional support
- ☐ Facilitate naps



- ☐ Research, plan, and participate in enrichment activities, including: _____

- ☐ Care for a sick child and administer medicine, as needed.
- ☐ Organize or supervise a child's daily activities, including (e.g., games, walks, play dates, playground outings, reading to the child):

- ☐ Homework help _____
Note: If it requires higher level skills, that should be reflected in employee's compensation.
- ☐ Other tasks, including: _____

Transportation

- ☐ Provide transportation to and from: _____
- ☐ Other tasks, including: _____

Household Support Tasks Related to Childcare

- ☐ Plan meals for child(ren)
- ☐ Prepare meals for child(ren)
- ☐ Shop for groceries for child(ren)'s meals, including:

- ☐ Child(ren)'s laundry, including: _____
- ☐ Light cleaning for the children, including:

Note: Please be specific about what it will and won't include. Ensure that it's related to the kids and not mess in the house. - eg. kids toys, food mess from kids (before or after dinner, etc)

- ☐ 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 \$16.5/hour): \$ _____
 - 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): \$ _____



- c. If an employee works more than ten hours in a day, the employee is entitled to one extra hour of pay at the basic minimum wage rate of \$16.5/hour.
2. Employer agrees that the regular day(s) of payment and the means of payment to Employee shall be as follows:
- a. Payment by (check one):
- ☐ Cash
 - ☐ Check
 - ☐ Direct deposit
 - ☐ Other form of payment: _____
- b. The frequency of payment shall be:
- ☐ Weekly on _____ (day of week)
3. Employer shall provide the following additional benefit(s) to Employee (check all that apply):
- | | | |
|--|--|---|
| ☐ Transportation allowance | ☐ Health insurance | ☐ Dental insurance |
| ☐ Reimbursement for health insurance premiums | ☐ Retirement plan contributions | |
- ☐ Additional benefits: _____
4. A pay statement will be provided to Employee on days of payment and will include the following information as required by New York Labor :
- | | | |
|--|---|---|
| ☐ Name and address of the Employer | ☐ Dates of the pay period for which Employee is paid | ☐ Total hours worked, both regular and overtime |
| ☐ Gross wages earned, both regular and overtime (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) |

IV. Schedule and Work Hours

1. Employer shall record all hours worked by the Employee. Employer shall provide a copy to the employee each _____ week/month. Employer will keep all records in accordance with applicable law, including the **New York Labor Law and Fair Labor Standards Act**, for 6 years.
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 into this agreement.
- v. Employee shall have the following regular workday meal and rest breaks: If your employee works a shift of more than 6 hours on any day, the employee is entitled to at least 30 minutes free from duty for a meal period; Employer acknowledges that short breaks (20 minutes or less) and longer breaks where the Employee is not completely relieved from duty, on call, and required to be in and on the premises must be paid. This includes an employee’s time as a child is sleeping if the employee is required to be on call during such period:

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

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 24 hours prior to the scheduled work.
 - b. In the case of an emergency, the employer shall provide the employee with as much notice as possible. Emergencies include unforeseen medical emergencies, accidents, severe weather, and other instances not within the control of the employer or employee. Employer agrees to not penalize the employee for their inability to accommodate last minute scheduling changes. Employee agrees to try their best to accommodate emergencies.
 - c. FOR PART TIME NANNIES: If notice of a schedule change or cancellation is within 24 hours of scheduled work, then the Employer will pay the worker in full for the time they would have worked.
 - d. FOR FULL TIME NANNIES: If there is a cancellation of work by the employer that results in the reduction of weekly hours worked for the employee, the employee shall still be compensated at the full agreed upon weekly rate.
 - e. In the case the schedule change or cancellation is in response to an infectious disease that is contagious in the worksite, refer to protocol in Workplace Health and Safety.

VI. Living Arrangement

1. The Employee and Employer agree that (check one option below):
 - ☐ *Option 1: Employee will live in the Employer's home*
 - ☐ *Option 2: Employee will not live in the Employer's home.*

VI. 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
Sick Leave and Safe Leave (in accordance with New York City Paid Sick Leave Law)	Compensation: Paid How Leave is Earned: Employee will earn 1 hour(s) of sick leave for every 30 hour(s) of work, with at least 40 hours per calendar year. Safe and sick time accrues at the commencement of employment.



	Employee may use safe and sick time as soon as it accrues.
Day of Rest	Employee must be given one day (24 hours) of rest per week. If the employee agrees to work on that day, the employee must be paid at the overtime rate of \$____/hour.
Vacation Time (e.g., Employee's time off for leisure)	Compensation (check one): ☐ Paid or ☐ Unpaid How Leave is Earned: ☐ Employee will earn _____ hour(s) of vacation leave for every _____ hour(s) of work, up to _____ days per calendar year.
Bereavement Leave (matters related to a death and grieving)	Employer will provide bereavement leave to the Employee in the event of a death in the Employee's family, for up to 3 paid days per year and _____ unpaid days per year.
Other: _____ _____	Compensation ("Paid" or "Unpaid"): Amount of Leave: What the leave can be used for: Amount of time required to give notice:

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

New Year's Day Martin Luther King Day Presidents' Day Memorial Day
Juneteenth Independence Day Labor Day Thanksgiving
Christmas Day Additional Holidays

VI. Workplace Health and Safety

- If the Employer's home is the site of infectious disease (the Employer or anyone residing in the home contracts an infectious disease) that is transmissible through coughing, sneezing, droplets lingering in the air, sharing utensils/cups, touching surfaces, or contact with poop from a person or animal with an infectious disease:
 - The employer must notify the Employee in a reasonable time before the scheduled work begins to provide enough time for the Employee to respond and/or prepare. Employee is entitled to compensation at their regular rate for their regularly scheduled hours until the infected persons and the worksite are no longer contagious according to the Center for Disease Control.
 - The Employee can choose to go to work as regularly scheduled as long as the Employer provides the Personal Protective Equipment, adapts the worksite or job tasks to minimize transmission and provides the Employee with Hazard Pay at a rate 2x the regular pay/hour.
 - Common infectious diseases include: Norovirus, Covid-19, RSV, and the flu.
- Expectations around COVID-19 and other infectious diseases protocols, including vaccinations, include:



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3. 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
 4. If applicable to the type of work to be performed (described in Part II), Employer and Employee should identify risk factors that commonly contribute to work-related injuries (e.g., use of chemicals, lifting, bending, repetitive motion, slips, trips, and falls), and take steps to properly mitigate these risks.
 5. If applicable, assess whether there is potential risk for violence for the worker from anyone in the home or neighborhood, and if applicable, develop a plan to mitigate this risk.

VII. Disability Accommodations

1. Employer agrees to engage in the interactive process and cooperative dialogue to provide a reasonable accommodation to disabled employees as required by Federal, State, and New York City law. This includes the Americans with Disabilities Act, Title VII, New York State Human Rights Law, and New York City Human Rights Law.
2. If applicable, Employer agrees to the following accommodations for the Employee due to a temporary or permanent disability:

VI. Discrimination

- a. Employer understands and agrees that they cannot discriminate based on their actual or perceived, gender, national origin, sex, sexual orientation, immigration status, race, color, status as a victim of domestic violence sexual violence or stalking, religion, age, disability, and/or marital status is prohibited by Federal, State, and local law. Employers cannot pay workers less because of their actual or perceived identification with one or more of these groups.
- b. The Employer understands that the Employee is protected against discrimination and other unfair employment practices under federal law, New York State Human Rights Law, and New York City Human Rights Law.

VI. Retaliation

- a. Employer understands that it is a violation of federal, state, and/or local law to retaliate or take action against Employee for their exercise of rights under the law. This includes:
 - i. Taking disciplinary action against an employee for the discussion of wages, discussion of potential violations of this contract, taking safe and sick time, asking for additional pay, or asking for a day off.



- ii. Taking disciplinary action against an employee including but not limited to termination, decrease in work, or a decrease in pay, for an employees exercise of any rights under the law.
 - iii. Threatening an employee with disciplinary action or other actions that may dissuade an employee from making such report or complaint.
- b. Retaliation is prohibited under the Fair Labor Standards Act, Americans with Disabilities Act, Title VII, New York State Human Rights Law, New York Labor Law, New York City Human Rights Law, and New York City Paid Safe and Sick Time Act.

XIII. Termination or Severance of Employment

1. If either the Employer or Employee chooses to terminate the working arrangement, the terminating party will provide at least _____ weeks notice.

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 Nannies

NOTE: Your employer cannot retaliate against you for filing a claim under any of the following laws.

Wage and Hour

1. **Minimum Wage:** You must be paid at least the minimum wage for each hour you work. In New York City this means you must be paid \$16.5/hour.



2. **Overtime Pay:** You are entitled to overtime pay. You must be paid at 1 and a half times your basic rate of pay for the following conditions:
 - a. After 40 hours of work in a calendar week. If you live in the home of your employer, you receive overtime pay at a rate of 1 and a half times your normal rate of pay after 44 hours of work in a week.
 - b. Working on your designated day of rest. According to the NY Domestic Workers Bill of Rights, employees must be given one day (24 hours) of rest per week – or, if you agree to work on that day, you must be paid at an overtime rate.
https://dol.ny.gov/system/files/documents/2023/12/p713_12-23.pdf
3. **Notice:** You must be given a written notice that lists your regular rate of pay, overtime rate of pay, and the regular payday from your employer. Your employer must also give you a written notice about sick leave, vacation, personal leave, holidays, and work hours.
4. **Recordkeeping:** Your employer is also required to keep detailed records of your pay and wage statements. These statements must include the number of hours worked, your total pay before any deductions, and what those deductions were.
5. **Day of Rest:** You must receive one full day (24 hours) of rest per week. If you agree to work on that day, you must be paid your overtime rate.
 - a. NY Domestic Workers Bill of Rights states BILL NO A01470B, “Every person employed as a domestic worker as defined in subdivision sixteen of section two of this chapter, shall be allowed at least twen-ty-four consecutive hours of rest in each and every calendar week.No provision of this paragraph shall prohibit a domestic worker from voluntarily agreeing to work on such day of rest required by this paragraph,provided that the worker is compensated at the overtime rate for all hours worked on such day of rest.”

Remedies:

1. You can file a claim with the Department of Labor’s Division of Labor Standards: (888) 469-7365
 - a. You must have worked in New York State.
 - b. You cannot file a claim if you already filed a claim in court.
 - c. You should file within 3 years to recover unpaid wages.
 - d. Online complaint form:
<https://dol.ny.gov/system/files/documents/2021/03/ls223.pdf>



i. Information:

<https://dol.ny.gov/system/files/documents/2021/03/ls223.2.pdf#:~:text=Any%20person%20working%20in%20New,form%20to%20the%20address%20above.>

- e. NOTE: An attorney can also assist you in filing a claim with the DOL.
- 2. You may file a legal claim in court with an attorney.
 - a. You have six years to file a complaint in court.

Discrimination and Retaliation

- 1. You are protected under Federal law, New York State Human Rights Law, and New York City Human Rights Law. You have the right to be free from discrimination and retaliation.
- 2. You have the right to be **free from discrimination** based on race, national origin, immigration state, religion, gender, disability status, or any other protected category.
- 3. You have the **right to reasonable accommodations**, or changes to your work schedule or job duties to enable you to perform the essential functions of your job. These changes may be related to disability, pregnancy, religious observances, or status as a victim of domestic violence.
- 4. You have the right to a written notice about sexual harassment protections, and to training regarding sexual harassment protections.
- 5. You have the **right to not be retaliated against** for making a complaint.

Remedies:

- 1. You can file a complaint with the New York State Division of Human Rights: 1-888-392-3644
 - a. The complaint must be filed within one year of the discrimination.
 - b. Online complaint form: <https://forms.ny.gov/s3/nysdhrcomplaint>
 - i. <https://dhr.ny.gov/system/files/documents/2022/04/nysdhr-employment-complaint-form-fillable.pdf>
- 2. You can file a complaint with the New York City Commission on Human Rights (212) 416-0197
 - a. The complaint must be filed within one year of the discrimination.
 - b. You cannot file a complaint with the commission if you filed a complaint in court.
- 3. You can file a complaint in court with an attorney. An attorney can also help you file a complaint with the state division or city commission.



- a. You have three years to file a complaint in court.

Paid Safe and Sick Leave

1. You earn safe and sick leave at a rate of **1 hour for every 30 hours worked**.
2. Employers with 1 or more domestic workers must provide **up to 40 hours of paid leave each calendar year**; employers with 100 or more domestic workers must provide up to 56 hours of paid leave each calendar year.
3. You are entitled to use safe and sick leave as it is accrued, with no waiting period for new hires.
4. You can use safe and sick leave for unexpected reasons without giving advance notice.
5. Employers can require documentation only when you use more than three workdays in a row of safe and sick leave, if the documentation requirement is explained in the employer's written policy.
6. Employers must provide you with a written safe and sick leave policy that describes the benefit and how to use it.
7. Employers must inform you of your accrued, used, and total leave balances on a paystub or through an employee-accessible electronic system.

Remedies:

1. File a complaint with the New York City Department of Consumer and Worker Protection: (212) 436-0380
 - a. You have two years to file a complaint with DCWP.
 - b. Online complaint form:
<https://www.nyc.gov/assets/dca/downloads/pdf/workers/OLPS-IntakeForm-English.pdf>
 - c. Submit this complaint:
 - By email to OLPS@dcwp.nyc.gov
 - Mail it to: Office of Labor Policy Standards
42 Broadway, 9th Floor
New York, NY 10005