

Our Agreement for Home Care Work During the Coronavirus Pandemic

We all want to stay safe, and to do that we need to work together.

This template can help home care worker and clients talk honestly about how you will commit to each others' safety and wellbeing, reach agreements and put them down in writing so that you can refer back to them regularly. This template is available in English and Spanish at:

<https://membership.domesticworkers.org/coronavirus/work-safely/return-to-work-safely/our-agreement-for-home-care-work-during-the-coronavirus-pandemic/>.

The template contains recommendations compiled by the National Domestic Workers Alliance, as well as blanks for you to add in your own agreements. Before you get started filling this out together, we recommend that you:

- Each think about what you need to feel safe and what you're able to commit to each other.
- Have a general conversation about your concerns and your hopes about return to work.
- Then dive in and talk through each section of this guide together!

As you go through the template, you can cross things out, add things in, and make this agreement work for both of you. When you're done, you should sign it and make sure that you both have a copy.

This agreement is not a substitute for a full work contract.

If you don't have a contract in place, you can download our sample contract form at

membership.domesticworkers.org/coronavirus/work-safely/return-to-work-safely/sample-contract/ and fill it out together in addition to this agreement.

Make sure to keep up to date on [CDC guidance](https://www.cdc.gov/coronavirus/2019-ncov/faq.html).

Be sure also that you are aware of the laws around domestic work in your state—including Domestic Worker Bills of Rights, and that you are in compliance with these laws. Because laws and regulations are different in every state, do not rely on this information without consulting an attorney about your employment rights in your particular state.

This agreement is between the Home Care Worker: _____

And employer: _____

**This is an addendum to a standard contract.
It is in effect until 60 days after the COVID-19 declaration of emergency is lifted.**

We will take precautions to protect ourselves from exposure to the coronavirus.

We will:

- Practice social distancing at all times
- Stay home as much as possible
- Use face masks when in public or in contact with others outside of your household
- Practice frequent and thorough handwashing
- Not socialize in person with people outside of those in the immediate household.
- Do no long distance travel unless in case of emergency (and then quarantining for 14 days afterward)
- Take the same precautions laid out in this agreement in all other workplaces.

Other precautions we will take include:

Prior to beginning / resuming our work relationship we will assess and communicate about risks.

- Over the past 14 days, has anyone in either household been in close contact with anyone who has tested positive for COVID-19? _____
- Over the past 14 days, has anyone in either household exhibited symptoms of COVID-19? _____
- Over the past 14 days, have we each taken the precautions listed above?

On a regular basis, we will assess risk and communicate directly.

We will monitor ourselves and others in our households on a regular basis, and will notify each other:

- If anyone in either household has a fever
- If anyone in either household coronavirus [symptoms including cough, shortness of breath and other symptoms listed by CDC.](#)
- If we have been unable to take the precautions listed above since the last shift.

We will do this every _____ (day/week/before each shift, etc.)

At these regular check-ins we will also discuss:

If anyone in either of our households has a confirmed exposure to COVID-19 we will take immediate action.

We will:

- Suspend work and [quarantine for 14 days](#)
- The employer will provide paid time off during this quarantine period
- Make use of COVID testing if it is available in our area

In addition, we will:

If anyone in either household develops symptoms or tests positive for COVID-19 we will take immediate action.

We will:

- Suspend work and [isolate, per CDC guidelines](#)
- Resume work, following CDC guidelines about when it is safe to do so.
- The employer will provide _____ (# of days) paid time off during this period.

In addition, we will:

We will make sure that the home care worker is able to travel to and from work safely.

- Together, we determine that _____ is the mode of transportation that poses the lowest risk of exposure to COVID-19.
- The employer will provide a travel stipend of \$_____ to cover the cost of this travel.
- The employer will provide a letter that the worker can carry to show that she is on her way to or from work.

In addition, we will make sure that travel to and from work is safe by:

We will use a strict protocol each time we enter the workplace.

Everyone who enters the workplace will:

- Remove outerwear and shoes and leave them at the door
- Change clothes if we've been in close contact with others or on public transportation
- Use hand sanitizer that will be located in this place right by the door to the home: _____.
- Wash hands before touching any surfaces
- Disinfect groceries and other supplies before they are put away

Other steps we'll take when entering the workplace include:

We will work together to disinfect the workplace safely and thoroughly.

We will:

- Hang up a disinfecting schedule in this location: _____. We will all record the dates and times when we disinfect particular surfaces.
- Use [EPA-registered household disinfectants](#)--provided by the employer--on high touch surfaces
- Make sure everyone in the household follows safety precautions when using cleaning chemicals:
 - Use gloves (provided by the client/employer) to reduce exposure to harsh chemicals
 - Follow the instructions on product labels exactly.
 - Provide good ventilation when you use any surface cleaners, by opening windows or doors.
 - Never mix cleaning products together or use one product on top of another on the same surface.
 - Avoid spraying cleaning chemicals into the air or spraying to surfaces; spray into a wash cloth/wipe and then wipe the intended surface.

Specifically, the disinfectant we will use is: _____.

Instructions for using this specific product are: _____.

We will ensure good ventilation by opening these doors/windows during cleaning:

_____.

We will ensure that the work routine allows for social distancing and reduces risk of transmission of the virus.

We will use personal protective equipment provided by the employer.

- The employer will provide face masks; non-latex disposable gloves, such as nitrile gloves; and eye protection
- All adults (worker, client, employer, other workers) will use face masks when in the same room as each other.
- We will all learn to use this equipment properly by _____.

We will confine the work to certain areas:

- The work will be done in _____.
- Other adults will be requested to not enter this area, to the degree possible.

We will reduce physical contact in the workplace:

- Tasks that can be modified to allow for greater distance between the worker and client include: _____
- No visitors will be allowed into the workplace except those providing care.

We will reduce physical contact outside of the workplace by:

- Ordering groceries to be delivered rather than the worker or client doing in-person shopping
- Adopting these alternatives to the worker accompanying the client to in-person doctors' appointments: _____

Safety modifications to any additional tasks include:

We will work together to support emotional wellbeing

- The worker will support clients to stay connected virtually with friends and family by:

We will support each other to make use of health care and emergency resources in our area.

- The COVID-19 testing options in our area are: _____.
- Health care resources that the worker can access include: _____.
- The employer will assist the worker to access any other emergency resources such as _____.

The rate of pay will be higher than pre-COVID rates. We will ensure the worker has access to paid time off and other benefits.

- The rate of pay will be \$_____ per hour.
- If the work is interrupted because someone in the employer's household has symptoms or has tested positive for COVID-19, the employer will provide paid time off for the worker until a doctor advises that it is safe for her to return to work.
- If this work is interrupted because the worker has symptoms or has tested positive for COVID-19, the employer will provide _____ (# of days) paid time off during this period.
- In addition, the employer will provide paid vacation time in the amount of _____. NDWA recommends 1 hour of paid vacation for every 26 hours worked. (For a worker who works a 40 hour week, this equals 10 days per year.)
- In addition, the employer will provide paid sick time in the amount of _____, NDWA recommends 1 hour of paid sick time for every 52 hours worked. (For a worker who works a 40-hour week, this equals 5 days per year.)
- We will find information on the worker's rights regarding paid sick time, paid leave, and other workplace rights and benefits through _____.

We will support each other to manage the stress and anxiety of this time.

We will do this through:

- Direct, clear, honest and frequent communication.
- Openly sharing concerns and working together to find solutions.
- Not extending work hours in a way that could result in exhaustion.
- Not putting pressure on each other for the work to go on in the case that anyone is sick.
- Committing to help each other out with things like finding new work or applying for benefits in the case that this work agreement comes to an end.

Additional commitments to each other include:

Signed and dated

Employer:

Employee: