

Model Caregiver Employment Contract

The Employer and Employee should review the contract together to reach agreement on the terms of this contract, subject to the requirements of City of Chicago, Cook County, State of Illinois and Federal Law. After completing all parts of this contract, the Employer must provide the Employee a copy of this contract before the Employee’s first day of work. Additional terms and changes may be made as necessary if agreed to by both the Employer and Employee. The Employer must provide a new copy of the contract to the Employee any time a change or addition is made to the contract.

Beginning January 1, 2022, employers that hire domestic workers to work in Chicago are required to provide domestic workers with a written contract that is agreed upon by the employer and the domestic worker. At the domestic worker’s request, the contract must be provided in the domestic worker’s primary language.

This document is intended to be a resource and does constitute legal advice. If you need legal advice, please consult an attorney.

This contract is entered into between (“Employer”)
and (“Employee”) on.....(date).

1. Employee will start employment on (date).

2. Employment length (choose one):

___ Until either party terminates the agreement (see #23)

___ For a fixed term:

(number of)(Weeks)..... Month(s)..... Year(s)

___ Other:.....

3. Employee Position/Title:

.....

4. Supervisor Name:

Supervisor Contact Information:

5. Location of Employment (address):

.....

a.The employee will live at the location of employment. (Yes/No)

6. Employer's Address:
.....

7. Employee's Contact Information:

8. **Main Job Type.** (Mark all that apply.)

.....Senior Care

.....Individual with special needs

.....Convalescing Care

..... Other, please specify:

9. **Number of adult(s) needing caregiving services:**

10. **Clients. Description of adult(s) that will need caregiving services (name, age, gender, etc.):**

.....
.....
.....

11. **Work Responsibilities.** Employee will perform the following work responsibilities
(Please provide a detailed description of each work responsibility):

Personal Care:

Bathing:

Dressing:

Toileting:

Other:

Household Care:

Laundering:

Cooking:

Cleaning:.....

Home companion services:

Pet care:

Other:

Food Arrangements

Meal Planning:

Cooking:

Feeding:

Other:

Other Responsibilities:

Any additions or changes to the above list of tasks must be discussed and agreed to by Employer and Employee ahead of time and may be subject to an additional charge.

12. Cleaning Supplies (please check all that apply)

_____ Employee will provide cleaning supplies.

_____ Employer must reimburse Employee for cost of cleaning supplies.

_____ Employer must pay Employee an additional \$_____ flat fee per cleaning.

_____ Employer will provide cleaning supplies.

Domestic workers are particularly at risk for illness due to contact with chemicals found in various cleaning agents. The Employer agrees to allow the Employee to use healthy, ecological cleaning agents.

13. Work Schedule. Employee will work the following days and hours:

Sunday Start Time:..... am/pm End Time:.....am/pm

Monday Start Time:..... am/pm End Time:.....am/pm

Tuesday Start Time:..... am/pm End Time:.....am/pm

Wednesday Start Time:..... am/pm End Time:.....am/pm

Thursday Start Time:..... am/pm End Time:.....am/pm

Friday Start Time:..... am/pm End Time:.....am/pm

Saturday Start Time:..... am/pm End Time:.....am/pm

Total Hours per Week:

14. Days Off and Breaks. Employee will receive the following:

a. Days off (specify).....

.....
Under Illinois law, if Employee works at least 20 hours a week, they are entitled to 24 consecutive hours of unpaid time off each week. If Employee chooses to work on their day off, they must be paid 1.5 times their regular rate of pay for any hours worked over 40 hours a week..

b. Workday meal and rest breaks

.....min.times a day ___ paid ___ unpaid

.....min.times a day ___ paid ___ unpaid

Sleeping period (specify)..... ___ paid ___ unpaid

Other:

Under Illinois law, if Employee works at least 7.5 hours in a day, they are entitled to one 20-minute unpaid break, except if Employee is taking care of someone who cannot be left alone. If Employee cannot take a break, they must be paid for all time worked and must be allowed to eat while they work.

15. Wages and Benefits

a. The Employer will pay the employee the following wages (check all that apply):

_____ Regular rate of pay is \$..... per hour.

_____ Overtime rate of pay is \$..... per hour for every hour (or fraction of every hour) worked over 40 hours per week.

As of July 1, 2021:

The Illinois minimum wage is \$11.00 per hour, and increases by \$1/hour each January 1 until reaching \$15.00 on 1/1/25.

The Cook County minimum wage is \$13.00 per hour, and increases based on the rate of inflation each July 1.

Chicago minimum wage is \$15.00 per hour, and increases based on the Consumer Price Index each July 1.

Under Illinois law, Employee is entitled to 1.5 times their regular hourly pay for each hour worked after 40 hours in a week.

b. The regular day(s) of payment will be every

by(cash, check, or other form of payment)

After each payment, the Employer must provide the Employee with a signed and written or typed summary of hours worked and confirmation of payment.

- c. The employer must pay a fine of up to % of total payment due for each day of delayed payment.
- d. Employee will be entitled to a% raise every year.
- e. Employee will receive additional compensation of \$..... for the following work responsibilities (e.g., added duties, additional multilingual skills, travel, and additions to Employer’s household):

.....
.....
.....
.....
.....

- f. If the Employer lives far from the Employee's home, the Employer must pay the Employee for the time commuting from the place of employment to the Employee’s home.
- g. Employee will receive the following additional benefit(s) (e.g., transportation or reimbursement for transportation, health insurance or reimbursement for health insurance premiums, etc.):

.....
.....
.....

16. Taxes

The Employer will pay and withhold the required taxes by law, along with income taxes per the Employee’s instructions and all other applicable taxes.

17. Travel Reimbursement

- a. The employer must reimburse all expenses incurred by the Employee in the course of employment.
- b. Any miles driven on the Employee’s care while on the job must be reimbursed at the IRS Mileage Reimbursement Rate.

18. Wage Deductions.

Any deductions from the Employee’s pay must be mutually agreed upon and consistent with federal, state, and local law. Under Illinois law, Employer must

provide Employee a written explanation of every deduction made every time the Employer pays Employee.

Health Insurance: \$..... per..... (paycheck, month, etc.)

Food and beverages: \$..... per..... (paycheck, month, etc.)

Any food or beverage deductions cannot be more than the actual cost of food and beverages actually provided to the Employee.. If food and beverages provided to Employee are required by Employer or are not the Employee's preferred food or beverages, deductions for food and beverages are not permitted.

Lodging: \$..... per(paycheck, month, etc.)

Generally, under Federal and Illinois law, wage deductions for providing lodging are allowed only if the employee has voluntarily accepted the lodging, the lodging is in compliance with applicable laws, and the employer maintains accurate records of the actual costs of providing the lodging.

Other Deductions(specify the purpose, frequency, and amount of the deductions):

.....
The Employer agrees to pay Employee cash wages equivalent to at least the minimum wage rate for all hours worked after all wage deductions are taken into account.

19. Leave Policies and Holidays

Employee will receive the following leave:

- a. Sick leave (specify quantity, accrual method if applicable, allowable purposes, notice requirements, carryover, whether it is paid or unpaid, and any other conditions):

.....
.....

.....
In Chicago and Cook County, employers must provide and allow employees to use at least one hour of paid sick time for every 40 hours the employee works. Under both laws, these days can be used to care for Employee's own or family member's health, in case of public health emergencies or school closure, a for time to address domestic violence and other reasons.

- b. Vacation leave (specify quantity, accrual method, notice requirements, carryover, timing, whether it is paid or unpaid, and any other conditions):

.....
.....
.....

c. Parental leave for birth or adoption of a child (specify duration, notice requirements, whether there is a probationary period, whether it is paid or unpaid):

.....
.....
.....

Employment must not be terminated because of the Employer's assumption that the Employee will leave work after taking maternity leave.

d. Other:

.....
.....
.....

e. Employee will receive the following holidays off (check all that apply and circle whether paid or unpaid):

-New Year's Day (paid or unpaid)
-Martin Luther King, Jr. Day (paid or unpaid)
-President's Day (paid or unpaid)
-Memorial Day (paid or unpaid)
-Independence Day (July 4) (paid or unpaid)
-Labor Day (paid or unpaid)
-Columbus Day (paid or unpaid)
-Veteran's Day (paid or unpaid)
-Thanksgiving Day (paid or unpaid)
-Christmas Day (paid or unpaid)

Other:.....(paid or unpaid)

Other:(paid or unpaid)

Other:(paid or unpaid)

- f. Employee will receive holiday premium pay of \$..... per
(hour or day) for working on the following holidays:

.....

.....

.....

.....

20. Recordkeeping

As required under Federal and Illinois law, Employer agrees to make and keep pay and time records for Employee. Employer also agrees to make and keep records of any leave, such as sick, vacation, or parental leave, accrued or used by the Employee.

21. Out of Town Travel (Other than commuting between Employee’s home and place of employment.)

- a. Employee will be required to travel with Employer or Children when they go out of town.....Yes.....No
- b. If Employer requires the Employee to travel out of town (other than between Employee’s home and place of employment,) Employer must cover all associated travel costs. If travel/trip requires spending the night, the Employer shall provide the Employee with her own private accomodations for the trip.
- c. All travel when the Employee is required to accompany the Employer must be mutually agreed upon and shall bec compensated at an additional rate of \$..... per(hour/week).
- d. Employer must discuss travel plans and provide notice of required travel outside the local area with Employee:

___ at least four (4) weeks before the date of travel OR

___ Other:
- e. If Employee is not required to travel, Employer must pay Employee when the Employee's services are not required due to Client(s) or Employer’s travel.

.....Yes.....No

Employee will receive the following pay when Client(s) or Employer travels and Employee’s services are not required:

\$..... OR

Other (example, regular rate of pay):

22. Living Accommodations

.....(Yes/No) Employer requires Employee to reside at the location of employment or another location as described in this Section. The location of employment or other location described in this Section will be the Employee’s primary residence.

Employee will reside at the following address(es) and Employer will provide Employee the following accommodations:

Employer’s home address and description of living quarters (e.g. private bedroom (with a bed), private/shared bathroom, storage area):

.....
.....
.....

Client’s home address and description of living quarters(e.g. private bedroom (with a bed), private/shared bathroom, storage area):

.....
.....

Other location’s address and description of living quarters(e.g. private bedroom (with a bed), private/shared bathroom, storage area):

.....
.....

Employer or Client must not enter Employee’s designated living quarters except under these conditions:

.....

Employee will have access to the following areas:

- _____ Kitchen/Cooking area
- _____ Laundry
- _____ Other (please describe):

Any details on the above areas of access:

.....
.....

Employee will have access to the following telephone and Internet services on premises:

.....
.....
.....

23. Cancellation Policies

- a. One-time cancellations or schedule changes: Employer must provide at least a 1-week advance notice to cancel or modify (including adding additional work time) the Employee’s work hours on any scheduled workday. Employer will pay the Employee one-half times the employee’s regular rate of pay per hour for the hours the worker would have worked upon cancellation. If Employer does not provide a full week’s notice, the Employer will pay the full agreed upon hours and rate.
- b. Mid to Long-term Cancellations: If the Employer does not need the Employee for two weeks or more, the Employer must notify the Employee at least two weeks in advance and should be prepared to either lose this Employee, agree to pay Employee during the time of their absence, or provide Employee with replacement work for the respective amount of time.

24. Termination or Severance of Employment

- a. The Employer or Employee must provide at least(number) weeks notice before terminating this employment contract. If the Employer terminates the contract, the Employer will provide(number) weeks of salary as severance.
- b. If the Employer fails to provide adequate notice as described above, Employee will receive weeks of pay in lieu of notice, unless termination is for cause.
- c. If Employee resides at the location of employment or other location as described above and Employer terminates employment, Employer must do all of the following:
 - i. Provide Employee written notice of termination week(s) in advance of termination or Employee will receive weeks of pay in lieu of notice, unless termination is for cause, AND
 - ii. Employer must provide Employee with at least a 60 day notice of eviction, AND
 - iii. Provide Employee either 60 days of lodging paid by the Employer, either at the location where Employee was required to reside or at another location, OR severance pay equivalent to Employee’s average earnings during the last 30 days of employment. No advance notice or severance payment shall be required where the employer provides credible evidence that the Employee has abused, neglected, or caused any other harmful conduct against the Employer, members of the employer’s family, or individuals residing in the employer’s household).

d. The following shall constitute cause for termination (not an exhaustive list):

.....
.....
.....

25. Letters of of Recommendations and References

- a. The Employer must provide the Employee with a letter of recommendation at the end of the first year of employment and at the end of each additional year of employment.
- b. The Employer must provide the Employee with a signed letter of reference upon the Employee’s request.

26. Evaluations

A written evaluation of work performance must be performed on the following basis:

.....
.....
.....

27. Raising and Addressing Grievances

The Employee and Employer, in good faith, must work together to resolve any occurring problems and establish a mutual path of effective communication.

Employer and Employee must use the following process to raise and address grievances:

.....
.....
.....
.....

28. Workers’ Compensation

If Employee is injured on the job, Employer must pay for all related medical expenses.

29. Other Terms

If the place of employment has an alarm system or cameras installed, the employer must inform the Employee in writing of the alarm system and the locations of the cameras prior to the date of Employee’s employment. Cameras cannot be installed in bathrooms.

Other:
.....

30. Overview of Legal Protections

The Employer understands that the Employee is protected under local, state, and federal labor and employment laws regardless of race, sex, sexual orientation, age, national origin, immigration status or other protected class as defined by law. The Employer also understands that it is illegal to retaliate against the Employee for asserting rights under this employment contract or other labor or employment law.

31. Other:

Model Caregiver Employment Contract

Signatures to the Agreement

The undersigned parties have reviewed and voluntarily agree to abide by the terms set out in this agreement.

.....
Employer Signature

.....
Date

.....
Employer Name

.....
Employee Signature

.....
Date

.....
Employee Name

Signature of additional household employers (if Employee is hired to perform shared services)

.....
Shared Services Employer's Signature

.....
Date

.....
Shared Services Employer's Name

In presence of

.....
Witness Signature _____

.....
Date

.....
Witness Name

Acknowledgement of Receipt of Written Employment Contract

I,.....(Employee), acknowledge that

I have received a copy of the Employment Contract with

.....(Employer) dated

.....

The copy of the contract was provided in my primary language.

.....
Employee's Signature

.....
Date

.....
Employee's Name