

# LIVE-IN CAREGIVER EMPLOYMENT AGREEMENT

*(Compliant with California Labor Code & Domestic Worker Bill of Rights AB 241)*

This agreement is made between ***OptimistPrimeCare*** ("Employer") and [\_\_\_\_\_] ("Employee") for live-in caregiving services. This agreement complies with the **California Domestic Worker Bill of Rights (AB 241)** and **California Labor Code**. Shifts longer than 9 hours which include sleep at a client location are Live-in shifts.

## 1. Job Duties

The Employee will provide caregiving services, including but not limited to:

- Personal care (bathing, dressing, grooming)
- Meal preparation & feeding assistance
- Medication reminders
- Light housekeeping related to care
- Companionship & supervision
- Medication reminders
- Personal hygiene and incontinence care
- Assist with mobility, range of motion
- Appointment reminders
- Assist with mind-stimulation activities
- Respite care
- Escorting/errands

## 2. Work Hours & Overtime Pay (CA Labor Code § Domestic Worker Bill of Rights AB 241 - (Labor Code sections 1450–1454)

- **Daily Work Shifts:** Employee may work shifts longer than **9 hours per day or 45 hours in a week.**
- **Overtime Pay (CA Labor Code § 1450.4):**
  - **1.5x regular pay** for hours worked beyond **9 hours in a single day or 45 Hours in a single week.**
  - **1.5x regular pay** for the first **9 hours worked on the 6th and 7th consecutive day in a workweek.**
  - **2x regular pay** for hours worked beyond **9 hours on the 6th and 7th consecutive day.** (Wage Order No. 15 (special overtime requirements for Live-in))

### 3. Live-In Status & On-Call Time (CA Labor Code § 226.7, § 515)

- Employee resides at ***Client's Address***.
- **Sleep Time:** If Employee is permitted to sleep for **5+ uninterrupted hours**, up to **8 hours may be unpaid** (must be documented in writing).
- **On-Call Time:** If Employee must remain on premises, on-call hours are **paid working time**.

#### 4. Meal & Rest Breaks (CA Labor Code § 512, § 226.7)

- **30-minute unpaid meal break** if working **5+ hours** (waivable only if fully relieved of duty).
- **10-minute paid rest break** for every **4 hours worked**.
- If breaks are missed, Employee is owed **1 hour of pay per violation**.

#### 5. Wages & Pay Schedule (CA Labor Code § 246, AB 241)

- **Regular Pay Rate: \$17/hour** (must meet or exceed **CA minimum wage**).
- **Payday: Bi-weekly on *Friday* via *Direct Deposit***.
- **Itemized Wage Statements** provided each pay period (CA Labor Code § 226).

#### 6. Termination & Notice (CA Labor Code § 2922)

- Either party may terminate employment with **notice**.
- Final paycheck must be provided **immediately if fired**, or within **72 hours if resigned** (CA Labor Code § 201-202).

#### 7. Workers' Compensation & Benefits

- Employer carries **workers' comp insurance** (CA Labor Code § 3700).
- ***Employer offers 401k plan and paid sick time.***

#### 8. Acknowledgment of Rights

Employee acknowledges receipt of:

- **Written agreement** (CA Labor Code § 2810.5)
- **Sick leave accrual (1 hour per 30 worked)** (AB 1522)
- **Right to file a wage claim** with the CA Labor Commissioner if unpaid.

Employer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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**Note:** This agreement complies with **CA Domestic Worker Bill of Rights (AB 241)** and **CA Labor Code §§ 510, 515, 226.7, 1450.4**. For legal advice, consult the **California Labor Commissioner** ([www.dir.ca.gov/dlse](http://www.dir.ca.gov/dlse)).