

## *Nanny Employment Contract*

**Date of Employment:** \_\_\_\_\_

**Name of Employee (Nanny):** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Contact Details:** (h) \_\_\_\_\_ (m) \_\_\_\_\_ (e) \_\_\_\_\_

**Name of Employer(s) (Parent):**

**Address:**

**Contact Details:** (h) \_\_\_\_\_ (m) \_\_\_\_\_ (e) \_\_\_\_\_

**Number of children to be cared for:** \_\_\_\_\_

**Names of children:** \_\_\_\_\_

### **Salary & Benefits**

**Pay:** \$\_\_\_\_\_ pay per *week/month/hourly*

The overtime rate that will apply is \$\_\_\_\_\_

*Remember also to deduct income tax and make tax payments directly to the ATO.*

### **Hours of Work**

The expected hours of work are from \_\_\_\_\_ am/pm to \_\_\_\_\_ am/pm from \_\_\_\_\_ to \_\_\_\_\_

### **Public holidays**

Agree on

*Public holiday entitlements. If the nanny is expected to work on public holiday's agree on the rate of pay or whether this will be taken as time off in lieu e.g. Public holidays are standard or if required to work time off in lieu will be granted.*

### **Leave Entitlements**

Annual leave entitlement is \_\_\_\_ days. Sick leave entitlement is \_\_\_\_ days.

Nanny will also give employer \_\_\_\_ days notice for personal leave days required and will call by \_\_\_\_ am/pm to advise of sickness.

*Determine the Annual leave entitlement – all full time employees are entitled to a minimum of 20 days annual leave or pro-rata for the hours/days worked. Part time employees receive the same entitlement on a pro-rata basis. The standard sick leave entitlement is 8 days sick leave per year or pro-rata for the hours/days worked. Set a notification period if the nanny is sick so that emergency care arrangements can be made.*

### **Duties / Parenting Philosophy**

*List specifics of the nannies responsibilities. For example the child's routine, nap time, feeding times, reading times, gymbaroo classes, swimming classes, park visits, mothers/nanny group.*

*Include Parenting philosophy, disciplinary measures, TV time, sleeping methods, nutrition - what the child is allowed to eat, hygiene – washing hands before and after nappy change – safety – no go zones for the child/nanny in the house and who can visit the child or pick up the child – grand parent, sister, ex husband*

### **Superannuation**

\_\_\_\_% is the agreed superannuation entitlement.

*If the nanny works for more than 30 hours a week they are entitled to superannuation which should be part of your employment contract agreement. This is currently 9% of the employee's gross wage. (Superannuation Guarantee ruling SGR 93/1)*

### **Additional Expenses**

An additional cash amount of \$\_\_\_\_ will be provided for any out of pocket expenses

*Agree on any additional out of pocket expenses. It's a good idea to set aside an additional cash amount each week to cover outings, snacks, excursions, swimming classes etc.*

### **Car Allowance**

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*If the car is to be used to transport the children here is an example of what you might want to put in your contract.*

*The nanny's/employers car will be used for transportation of the children on occasion and insurance coverage has been arranged. The insurance costs are to be incurred by nanny/employer.*

*A car seat will be provided by the employer.*

*If nanny's car is to be used - Car allowance of \$\_\_\_\_ per km is agreed and will be paid on receipt of a log book with the kilometres recorded.*

### **Room & Board**

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*If room and board is to be provided list benefits such as room and board and other amenities if applicable - TV, CD, DVD, phone, meals provided, etc*

### **Notice Period**

The notice period is \_\_\_\_\_ weeks. Payment in lieu of notice is \_\_\_\_\_ week's salary

*An agreed period of notice should be set down for both parties including any arrangement for payment in lieu of notice. The standard notice period is generally two to four weeks notice.*

## Confidentiality

*Consider a confidentiality agreement to ensure that the affairs of the household is kept confidential.*

*Here is an example:*

*The employee shall keep the affairs and concerns of the household and it's transactions and business confidential. It is a condition of employment that except as required by Law, and shall not disclose confidential information to any persons whatsoever without the consent in writing of the employer. This provision shall apply for all time and survives expiration or earlier termination of this Agreement. The operation of this clause shall not apply to information disclosed to medical or other health professionals in the course of obtaining treatment for the child(ren).*

## Illness and Emergency Procedure

*List what should be done in the event of an emergency. Make sure that your medicare card is available to allow for presentation at the hospital or GP if necessary.*

*Here is an example:*

*In the event of a sudden illness the nanny should contact the employer(s) immediately. Contact phone numbers are \_\_\_\_\_ and/or \_\_\_\_\_*

*They are also authorised to take the child to the GP or hospital should this be required. The GP's contact details are \_\_\_\_\_. The closest hospital is located at \_\_\_\_\_*

*The medicare card is located \_\_\_\_\_*

## Other Benefits

*List additional benefits here these can include:*

- *Phone*
- *Use of a car*
- *Occasional late starts and early finishes*
- *Cash Bonuses*
- *Health cover*
- *Night out, Movie Tickets, Pampering Package, Weekend away*

*All of the research about early care and education leads to one overriding conclusion - quality matters.*

*If your nanny is a trusted and valued employee you wish to retain then these incentives can go along way in improving staff retention.*

**Probation Salary & Performance Reviews**

A performance review will be held at \_\_\_\_ months followed by a \_\_\_\_ month review each year.

*Conduct regular salary and performance reviews. Set down the times for a performance review ideally this should be after the 3 month probation period then again at 6 months followed by a 12 month salary and performance review.*

*In the event of the birth of another child consider discussing continued employment arrangements including review of the current employment contract.*

**Signed by:** )  
 )  
 )  
 ..... )  
**(Print Employee/Nanny's Name)** ) **(signature)**  
 )  
**In the presence of:** )  
 )  
 )  
 ..... )  
**Witness**

**Signed by:** )  
 )  
 )  
 ..... )  
**(Print Employer/Parent's Name)** ) **(signature)**  
 )  
**In the presence of:** )  
 )  
 )  
 ..... )  
**Witness**