

# Employment Contracts

Here's a sample contract you can use as a basis of a contract between you and your nanny. We suggest you simply copy it and paste it into a word document then change and amend it to your requirements. Hope it helps!

[Click here to download it as a Word document](#)

## MODEL CONTRACT OF EMPLOYMENT FOR NANNIES TO BE USED BY FAMILIES

Dated:

BETWEEN

(1) ("the Employer")

(2) ("the Nanny")

Our agreement with you:

IT IS AGREED that the Employer will employ the Nanny on the following terms and conditions:

### 1. Terms of Employment

1.1 The Nanny is employed to work at the Employer's home at or such other place(s) as the Employer may reasonably require from time to time. The employment commenced on and shall not be continuous with any previous period of employment.

1.2 The Nanny's duties shall be:

- (a) Caring for children who names and ages are
- (b) Babysitting at times agreed in advance
- (c) xxxxx
- (d) xxxxxx
- (e) xxxxx

1.3 The Nanny shall normally work the following days:

1.4 Normal working hours shall be agreed by the Employer and Nanny in advance, but shall generally be .

1.5 The Nanny shall be entitled to a rest period of not less than 11 consecutive hours between the end of her normal working hours on one day and the commencement of her normal working hours on the following day. It shall be the responsibility of the Nanny to ensure that she takes such a rest period.

1.6 Unless prevented by illness or injury the Nanny

- (a) shall devote the whole of her time, attention and ability, both during normal working hours and during such other reasonable additional hours as may be agreed between the Employer and Nanny, for the performance of her duties for the employer, and
- (b) follow all lawful instructions of the Employer,
- (c) not perform any paid or unpaid work for any third party without the prior written consent of the Employer.

2. Remuneration

2.1 The Nanny's gross salary will be \$ per (week/fortnight). The salary shall be reviewed (once/twice) a year on but any increase in salary shall be at the total discretion of the Employer.

2.2 The salary shall be payable in arrears on the last working day in each (week/month) by a cheque or a direct debit payment direct to the Nanny's bank, as agreed by the parties. The Employer shall ensure that the Nanny is given a payslip on the date of payment detailing gross payment, deductions and net payment.

2.3 The Nanny shall receive the following benefits:

(a) Accommodation

The Employer provides the following accommodation: (only for live in or overnight Nanny positions)

(b) Meals

The Employer provides the following meals: (only if relevant)

(c) Use of car

The Employer (does/does not) provide the use of a car.

(d) Pension

The Employer (does/does not) provide superannuation contributions

(e) Private Health Scheme

The Employer does/does not provide private health insurance.

2.4 The Nanny shall be reimbursed by the Employer for all reasonable expenses incurred by her in the performance of her duties under this contract, provided that the expenses are incurred with the approval of the Employer and provided the Nanny produces such evidence of expenditure as the Employer may reasonably require. Petrol costs will be reimbursed at the rate agreed at the time of interview and is:..... if the Nanny uses her own car during performance of her duties.

2.5 The Nanny agrees that the employer shall be entitled to deduct from any amount payable to the Nanny under this contract:-

- (a) any deductions required by law (including PAYE income tax, and Superannuation Contributions), and
- (b) any monies owed by her to the Employer by way of reimbursement.

2.6 The Employer shall be responsible for accounting to the Australian Tax Office for Income Tax and the employer's and the Nanny's Superannuation Contributions.

### 3. Holidays

3.1 The holiday year will start on

3.2 In each holiday year the Nanny's holiday entitlement is weeks in addition to/including the usual public and bank holidays/The Nanny shall be entitled to paid time off for public and bank holidays.

3.3 Holiday pay will be made at the Nanny's normal rate of remuneration. One day's accrued holiday pay is equivalent to 1/260th of the Nanny's salary.

3.4 The Nanny will not be allowed to carry holidays forward from one leave year to the next or (subject to clause 3.7) receive payment in lieu of any untaken holiday entitlement and the Nanny shall ensure that she takes such entitlement within the holiday year.

3.5 The Nanny shall give the Employer not less than ??? weeks notice of an intention to take holiday. If the holiday period requested is not convenient to the Employer, the Employer shall agree an alternative period, which is convenient to both parties. The Nanny will not be allowed to take more than 10 working days holiday at any one time. There is no entitlement to take unpaid holidays. (Please note this clause must not be used if it effectively deprives the Nanny of taking her holiday in the holiday year.

3.6 Where the Nanny is working out any notice following either party giving notice to terminate this contract, the Nanny may be required to take any unused holiday during that notice period.

3.7 On the termination of her employment, the Nanny will be paid any holiday entitlement accrued but not taken. If the Nanny has taken more days' holiday than her accrued entitlement, the Employer will make the appropriate deduction from the Nanny's final salary payment (calculated in accordance with Clause 4.3).

3.8 If the Nanny is required to work on a bank or other public holiday, the Nanny will be given a day off in lieu on a date to be agreed by the Employer.

### 4. Sickness & Sick Pay

4.1 If the Nanny is unable to attend work due to sickness or injury she shall (insofar as she is able) promptly notify the Employer either in person or by telephone (as appropriate) on the first day of absence and provide the Employer with such evidence of her sickness or injury and the cause of it as the Employer may from time to time reasonably require.

4.2 The Nanny shall be entitled to receive sick pay during her absence on sick leave in accordance with the following:

- (a) 5 days for the first year.
- (b) 10 days for the 2<sup>nd</sup> year..

4.3 A Doctors certificate will be required for more than 2 consecutive sick leave days taken.

4.4 (If the Nanny takes sick leave due to injuries caused to her by a third party, and the Nanny recovers damages from the third party for her injuries, the damages recovered shall include all payments made to the Nanny by the Employer during the sick leave and all payments recovered shall then be paid to the Employer as soon as possible.)

## 5. Confidentiality

5.1 The Nanny shall not during her employment with the Employer, or at any time thereafter (otherwise than in the proper course of her duties or as is required by law) without the prior written approval of the Employer divulge or disclose any information which, by reason of its character or the circumstances or manner of its disclosure, is evidently confidential to the Employer.

## 6. Termination

6.1 If either party wishes to terminate this contract, the notice to be given shall be as follows:

- (a) during the first 3 months of employment ("the Probationary Period"), not less
- (b) thereafter, not less than week's notice in writing. The notice shall never be less than the statutory minimum period of two weeks.

6.2 The Nanny's employment under this contract may be terminated by the Employer at any time immediately and without any notice or payment in lieu of notice if the Nanny:

- (a) is guilty of gross misconduct or serious and persistent breaches of the terms of this contract, or
- (b) is convicted of any criminal offence involving dishonesty, violence, causing death or personal injury, or damaging property.

6.3 Misconduct which may be deemed gross misconduct includes but is not limited to theft, drunkenness, illegal drug taking, child abuse and violent or threatening behaviour (be it verbal or physical).

## 7. Disciplinary & Capability Procedure

7.1 Reasons which might give rise to the need for measures under the Disciplinary & Capability Procedure include the following:

- (a) causing a disruptive influence in the household
- (b) job incompetence
- (c) unsatisfactory standard of dress or appearance
- (d) conduct inside or outside Normal Working House prejudicial to the interests or reputation of the Employer.
- (e) unreliability in time keeping or attendance
- (f) failure to comply with instructions and procedures
- (g) loss of driving licence

(h) breach of confidentiality

7.2 In the event of the Employer needing to take disciplinary action the procedure shall, save in cases involving gross misconduct, be:

Firstly	Verbal Warning
Secondly	Written Warning
Thirdly	Dismissal

#### 8. Grievance Procedure

If the Nanny has any reasonable grievance relating to her employment the matter should be raised with the Employer either in person or in writing as the Nanny deems Appropriate. The Employer and the Nanny agree to take all such reasonable steps as are necessary to resolve such grievances.

#### 9. General

9.1 This contract shall be construed in accordance with and governed by the laws of Australia and the parties submit to the exclusive jurisdiction of the Courts of Australia.

9.2 Any reference in this contract to any statutory provision shall be deemed to include a reference to any statutory modification or re-enactment of it and shall also include reference to all statutory instruments and orders made pursuant to any such statutory provision.

9.3 Words in the singular shall include the plural and vice versa, and references to any gender shall include the other and a reference to a person shall include a reference to any Company as well as any legal or natural person.

SIGNED by the Employer  
DATED

SIGNED by the Nanny  
DATED