New York, …./…../2021

**Contract Of Employment**

This is a Contract Of Employment for a position:

* **PART - TIME/FULL – TIME NANNY**
* **LIVE-OUT/LIVE IN NANNY**
* **NANNY-SHARE**

**This agreement is made between:**

**Employer: Employee**:

Name:

Address:

Phone number:

**1. START DATE**

The employment will begin on 03/10/2016 after a completed trial month, and it will continue until either party wishes to terminate.

**2. WORKSITE ADDRESS**

The employee will work at employer’s residence at:

**3. WORK SCHEDULE**

Employee will be working the following weekly schedule:

- Monday

- Tuesday

- Wednesday

- Thursday

- Friday

Total weekly hours: \_\_\_\_

If an employee is babysitting later at night, car service/Uber should be provided after 9 pm.

**4. JOB DESCRIPTION/RESPONSIBILITIES**

The employee will take care of number of children - name(s) and age(s) of the child(children).

This job position entitles taking care of everyday needs of each child, which includes:

- keeping up to date the daily calendar

- preparing bottle and bottle feeding (formula /breast milk)

- diaper changes /potty training

- light cooking and preparing daily meals

- evening bath time (or as needed)

- once a week or as needed - laundry, fold and put clothes away

- attending classes and varies kids' age-appropriate activities

- arranging play dates

- keeping the apartment tidy - load/unload the dishwasher, sweep the floor if necessary,

 clean up toys left behind, straighten up kids' rooms, etc.

- keeping up to date a list of groceries needed in the apartment

**5. COMPENSATION**

**a.** Regular rate of pay is $\_\_\_/h.

**b.** The overtime rate of pay is 1,5x the regular hourly rate, for 40h/week or more; all overtime hours must be discussed and agreed upon by both employer and employee.

**c.** The employee will receive the weekly pay of $\_\_\_\_\_ plus any additional hourly wages every Friday at the end of the day.

Employer guarantees that the Employee will receive the $\_\_\_\_\_ base pay, 52 weeks per year, even if the nanny services are not utilized to the full extent.

**d.** The employee will be provided with an unlimited monthly Metro Card at the beginning of each month.

**e.** The employee is entitled to a yearly raise in salary of at least \_\_\_$/per week;

**f.** Any addition to the family reflects on significant changes to the job requirements. For this reason,

for each additional child, the employer shall compensate the employee with a raise in salary of at least \_\_\_\_ $/ per week.

**g.** If the employer would like the employee to travel with them, this must be mutually agreed upon and will be compensated at an additional rate of $\_\_\_\_/ per day (or $ /per week).

In addition to paying for travel and other incidental expenses related to the trip, the employee shall be (if possible) provided with separate accommodations for the trip.

**h.** Based on employee’s performance, the employee will receive a yearly bonus at the end of a calendar year.

**6. EXPENCES.**

Any costs towards childcare should be documented with receipts and later on reimbursed.

All expenses should be first discussed with the employer.

An employee may be provided with cash or expenses only credit/debit card.

**7. VACATION, SICK DAYS AND ADDITIONAL TIME OFF**

**a.** The employee will receive at least two weeks of paid vacation annually. The employee may determine the timing for one week of vacation, the schedule for the additional week is to be discussed and agreed upon with the employer. In a case that this contract is terminated before the employee takes the vacation, a monetary amount equal to unused vacation time should be paid to the employee at the time of termination of the contract.

**b.** Employee will receive, with pay, the following holidays:

- Christmas Day

- New Year’s Day

- Martin Luther King Day

- President’s Day

- Memorial Day

- Independence Day

- Thanksgiving

- Labor Day

- Employee shall also receive an additional religious/cultural holiday of her/his affiliation \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(e.g. Good Friday, Lunar New Year)

**c.** Employee is entitled to receive:

- 5 paid sick days

- 3 paid personal days

**d.** Any days when the employee is not at work - not by their request or choice - are fully paid.

Changes in regular weekly schedule – existent not by employee choice or request – will not alter employee’s weekly salary. Changes in regular weekly schedule must always be discussed and agreed upon by both employer and employee.

**TIME OFF SCHEDULED BY EMPLOYER THAT IS LONGER THAN A MONTH - SHOULD BE DISCUSSED WITH EMPLOYEE WITH AS MUCH NOTICE AS POSIBLE. PAY FOR THAT PERIOD CAN BE NEGOTIATED BUT IT SHALL NOT BE LESS THAN HALF OF FULL PAY.**

**e.** The employee shall receive one month and a half of maternity leave (6 weeks), of which - three weeks will be paid in full and three weeks will be paid 75% of the weekly pay. Employment shall not be terminated under this provision if the employee can resume employment after the month and a half of maternity leave.

**8.** **ELECTRONIC SURVEILLANCE, USE OF ELECTRONICS AND SOCIAL MEDIA**

**a.** Employer agrees to notify the employee if the workplace is under electronic surveillance.

**b. EMPLOYEE WILL NEVER POST PICTURES OF CHILDREN ON ANY SOCIAL MEDIA OUTLETS.**

Information about kids and nanny’s location or plans for the day should never be shared online. Taking pictures is only allowed for the purpose of keeping parents updated with everyday activities.

**c.** Use of electronics should be limited to checking necessary information and staying in touch with parents, other family members, and other nannies and babysitters that are a part of the family circle.

**9. TERMINATION OF CONTRACT**

Either party may terminate the contract by giving minimum of three weeks of notice:

**a.** To terminate the contract, the employer may give three weeks of pay instead of notice;

**b.** After one year of employment, the employer shall provide one week of salary for a severance pay and one additional week of a severance shall be paid for every year of work;

**10.** Employer and employee shall make good faith efforts to discuss and resolve any conflicts arising under this contract.

New York State labor laws, regardless of race, gender, age or immigration status, protect the rights of Domestic Workers in New York City.

 Contract overseen and negotiated by …………………….of Project Date Night.

Signed on: ..../..../....

Employer: PDN Employee: