

## **Written Terms of Employment**

This statement sets out in accordance with the Part 2, Articles 3 to 9 of the Employment (Jersey) Law 2003, particulars of the main terms and conditions of employment.

**Name and address of employer:**

**Name and address of employee:**

**Starting date of employment:**

**Date on which continuous service began:**

**Job Title:**

You are employed as a Nanny to care for (*insert child/children's names*)

**Place of Work:**

Your day to day place of work will be the Employer's home or at such other place/s as the Employer may reasonably request from time to time. The Nanny will not care for the Employer's children in her own home.

**Current rate of pay, frequency, method of payment and overtime rates:**

Your salary will be (*state hourly rate or gross salary for the year*) and will be paid directly into your bank account on the (*insert date*) of each month. In the event that the (*insert date*) falls on a weekend or bank holiday then you will be paid on the (e.g. preceding working day/next working day).

The employer will deduct from the Nanny's salary, Social Security Contributions and the relevant rate of ITIS as required by Law. The Employer shall ensure that the Nanny is given an itemised payslip on or before the date of payment detailing gross payment, deductions and net payment.

**Hours of Work:**

You are contracted to work (*insert number of hours*) per week. Your normal working hours will be (*insert times and days – e.g. 8am to 2pm Monday to Friday*).

**Probationary Period:**

Your employment will be subject to a probationary period of three months. At the end of this period the position will be reviewed and if satisfactory the continuation of your employment will be confirmed. During the probationary period either party can terminate employment by giving one week's notice.

**Notice Periods**

Either party may terminate the contract, subject to a minimum notice period. (*see note attached*), except if the contract is terminated by reason of gross misconduct, when no notice will be given.

(a) Period of notice of termination (to be given by Nanny)

(b) Period of notice of termination (to be given by Employer)

If the Nanny does not work her notice, a sum of money will be deducted from the final salary, such sum to be equal to the payment for hours that have not been worked, by way of compensation.

### **Collective Agreements:**

There are no collective agreements affecting this role.

### **Holiday Entitlement:**

(a) Annual holiday - detail the : entitlement per annum, including commencement of holiday year; holiday pay; entitlement to accrued holiday on termination; method of calculating entitlement (*see guidance note attached*)

(b) In addition, the Nanny shall be paid Public and Bank Holidays that fall on normal working days, or equivalent paid time off in lieu if required to work on such Public and Bank Holidays.

### **Sickness or Injury Terms:**

*(Please see guidance note attached)*

### **Parental Leave**

In accordance with current legislation which can be found on the JACS (*Jersey Advisory and Conciliation Service*) website.

### **Redundancy Terms**

In accordance with current legislation which can be found on the JACS (*Jersey Advisory and Conciliation Service*) website.

### **Disciplinary & Grievance procedures**

We will follow the JACS model (*Jersey Advisory and Conciliation Service*) non-contractual disciplinary and grievance procedures which are attached for your information.

**Reasons that may give rise to Summary Dismissal (also known as Instant Dismissal) include the following, however, this list is not exhaustive.**

- a) Child abuse or neglect**
- b) Drunkenness**
- c) Illegal drug taking**
- d) Theft**
- e) Fraud**
- f) Gross Misconduct**

In the case of Summary Dismissal, there will be a loss of notice period, no pay in lieu of notice or other bonuses. The full disciplinary process will be followed through.

**Pension Terms:**

There is no pension scheme and the employee is advised to make their own provision.

**Health and Safety:**

The Nanny must never delegate duties or responsibilities to anyone else without the Employer's prior knowledge and consent.

**Other Special Employment Conditions:**

Confidentiality – You must not disclose any private information about the children, the family or the role to any other party. You must not remove any documents, or tangible items which belong to our family or which contain confidential information from the house at any time without proper advanced authorisation.

Photographs – Photographs may be taken and used as evidence for development purposes of the children and may be shared with parents. Photographs of the children should not be posted on any social media platform. On termination of employment, all photographs of the children must be deleted for confidentiality purposes.

Expenses – The Nanny shall receive a petrol allowance of (insert amount) per week/month OR petrol costs will be reimbursed at the rate of..... if the Nanny uses her own car during performance of her duties.

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.

**Signature of both parties**

I acknowledge receipt of a copy of the statement and accept the conditions described.

Signature of the Employee: .....

Date: .....

Signature of the Employer: .....

Date: .....

## **Notice Periods**

The Law sets out minimum statutory notice periods from both employer and employee that increase with length of service. **A longer period than the statutory minimum may be specified.**

### **Period of notice of termination to be given by the employer:**

1 week's notice if continuous employment is less than 2 years.

2 weeks' notice if continuous employment is two (2) years or more but less than three (3) years.

Plus 1 week's notice for each year's continuous service up to a maximum of 12 weeks.

### **Period of notice of termination to be given by the employee:**

1 week's notice if continuous employment is less than 2 years.

2 weeks' notice if continuous employment is two (2) years or more but less than three (3) years.

Plus 1 week's notice for each year's continuous service up to a maximum of 12 weeks

## **Holiday Entitlement**

- a) Irrespective of the number of hours worked per week (i.e. there is no 8 hours minimum), an employee is entitled to receive a minimum annual paid holiday entitlement equivalent to 3 of their working weeks plus paid Public and Bank Holidays that fall on normal working days, or equivalent paid time off in lieu if required to work on such Public and Bank Holidays. It is, however, accepted practice for nannies to have a minimum of four weeks (pro rata for part-time employees) holiday entitlement.

It is also accepted practice to let a nanny choose the dates for at least two weeks of their holiday entitlement, irrespective of whether they work part-time, full-time, or you share them with another family.

- b) For those nannies who work term time only and it is not practical for them to take holidays during the term, there is an alternative. Employers may wish to consider the option of providing such employees with "rolled-up holiday pay". This facility is recognised by the Employment Forum where it is stated that such employees may be paid a sum on a weekly or monthly basis which accounts for paid annual leave. That is, holiday pay can be paid each week or month. To calculate this sum, it is necessary to know the value of the minimum statutory annual holiday entitlement i.e. 3 weeks per annum. The value of 3 weeks equates with an additional 6% pay for each hour worked. We call this 6% "rolled-up holiday pay" and the calculation can best be demonstrated by working through an example.

Such an employee working a 40 hour week and earning £10 per hour would be paid £400 per week.

If this employee worked a full year and received the statutory minimum annual holiday, they would receive 3 weeks paid holiday at £400 per week.

Three weeks paid holiday, at £400 per week, gives a "value" to the holiday of £1,200 in a full year.

### **Sickness**

Employers are not required by law to make provision for employee sick pay, but the employer must advise the employee in writing whether or not such matters are provided for.

If a nanny is unwell or injured and needs more than two days off, they may be eligible for sick pay (STIA) from the Social Security Department.

To qualify, a nanny must get a medical certificate from their doctor and have paid sufficient Social Security contributions over a certain period of time. A nanny is not allowed to work during this time.

The payment from Social Security may not be as much as a nanny's salary. Under the Employment (Jersey) Law 2003, employers do not have to offer additional sickness pay but it is good practice to do so.

In the contract, you must clearly state the numbered days a nanny is allowed off work when ill before a doctor's certificate is required, and the arrangement between you and the nanny concerning Social Security payments (e.g. you pay the nanny her usual salary but she gives you her Social Security sickness benefit payment). You may also want to set a limit to the number of paid sick days.

Example: If you are absent from work for one or two consecutive days you will receive full pay at the discretion of the employer. A medical certificate is to be produced on the third day of illness.

When illness is covered by a medical certificate, you will receive full pay less any sickness benefit received from Social Security, up to a maximum of two weeks per annum, at the discretion of the employer.