|  |  |
| --- | --- |
|  |  |
|  |  |

**TEMPLATE**

**Employment Agreement**

Between

*The Employer*

and

*the Employee*

**DISCLAIMER**:

Primary Employers Tasmania is not aware of the individual circumstances of your employees and cannot warrant that the terms and conditions contained in the attached template contract will comply with award conditions once you have completed the document. We take no responsibility if, at any time in the future, an employee makes a claim against you in relation to the contract and its application. Primary Employers Tasmania and its staff are not responsible for the results of any changes you make to the attached contract, actions taken on the basis of such changes, nor for any error or omission that subsequently arises from this contract.

We recommend you have your contract reviewed by a Primary Employers Tasmania staff member to ensure that the relevant award provisions are not breached.

**Employment Agreement**

**Employer:**

**Employer’s**

**Address:**

**Employee:**

**Employee’s**

**Address:**

**Position:** Level XX

**Award:** Pastoral Award, 2020

**Commencement**

**Date:**

**Remuneration:** Wages will be paid in accordance with the Pastoral Award 2020. As from 1 November, 2020 the rate for a XX yar old Farm and Livestock Hand Level XX is $XX per hour.

**Annual Leave:** Four (4) weeks annual leave will be allowed each year in accordance with the National Employment Standards of the *Fair Work Act 2009*. Annual Leave is to be taken each year by mutual agreement between the employee and the employer.

**Annual Leave Loading:** Annual leave loading of 17.5% will be paid on the annual leave taken**.**

**Personal Leave:** Ten (10) days Personal Leave will be allowed each year in accordance with the National Employment Standards of the *Fair Work Act 2009*.

The Employee must notify the Employer as soon as is reasonably practicable before the start of work for that day that he/she will be absent from Employment due to a personal illness or injury. Where possible the Employee should state the nature of the illness or injury and the estimated length of their absence. Wherever practicable, such notification should be provided on the previous day so as to enable the Employer to make alternative staffing arrangements.

**Special Leave:** The Employer may at its discretion grant you special leave for purposes other than those referred to above on such terms as the Employer may consider appropriate.

**Hours of Work:** We anticipate the ordinary hours of work will be an average of 76 hours per fortnight. Sharing of work on a Saturday and Sunday is required.

**Reasonable Additional**

**Hours:** Depending upon the seasonal and operational requirements of the enterprise the Employee will be required to work reasonable additional hours to perform the requirements of this position.

**Banking of Hours:** The employee may elect to bank hours in excess of 152 hours in each consecutive period of 4 weeks in accordance with sub clause 35.6 of the award. Such banked hours are to be taken at a mutually convenient time as agreed between the employer and the employee.

Banked hours will accrue and be paid for on a time for time basis without any overtime penalty being applied.

Hours in excess of 152 hours in each consecutive period of 4 weeks will not be banked unless the working of such additional hours has been approved by the employer.

**Record of Hours:** It is a condition of this Agreement that employees maintain an accurate record of their starting and finishing times each day together with details of any breaks taken during that period. Such records must be provided to the employer each fortnight.

**Rest Break:** TheEmployee will be allowed a paid rest break of ten (10) minutes each morning.

**Meal Break:** An unpaid meal break of 30 minutes will be allowed each day to be taken no later than five hours after commencing ordinary hours of work for the day or as mutually agreed between the employer and the employee. The employee is required to take an unpaid meal break each day.

**Driver’s Licence:** It is a condition of employment that the employee has and maintains a current driver’s licence. The position requires regular travel on a public road and a current driver’s licence is an essential requirement of the position.

The employee must notify the employer immediately of any circumstances where the employee may not be in possession of a current driver’s licence and/or their driver’s licence has been suspended.

Should the employee’s licence not be current or is suspended by operation of law, the contract of employment may be terminated if suitable duties cannot be allocated which do not require the employee to drive on a public road.

**Public Holidays:** Where you are required to work on a public holiday you will be paid at the penalty rate prescribed under the Award.

The prescribed public holidays are:

New Year’s Day; Australia Day; Eight Hours Day (Labour Day); Good Friday; Easter Monday; Anzac Day; Queens Birthday; Show Day; Regatta Day/Recreation Day; Christmas Day; Boxing Day.

Easter Saturday, Easter Sunday and Cup Day are not public holidays.

**Superannuation:** In accordance with Superannuation Guarantee Act legislation, the current employer contribution is 9.50% of ordinary time earnings. If you do not nominate a superannuation fund then the default fund will be used.

**Performance**

**Appraisals:** You will participate in performance appraisal procedures as required by the Employer. A formal appraisal will take place each twelve (12) months. This does not preclude the Employer’s right to discuss your performance at any time.

**Policies:** You agree to comply with and be bound by the employer’s Policies. The employer’s human resources and corporate policies apply to your employment, but operate independently of this contract and do not form part of it. The policies do not create any obligation on the part of the employer to you. You acknowledge that the Policies are not incorporated into, and are not otherwise included in, this agreement. The employer may, in its discretion, amend the Policies from time to time.

**Duties:** During the term of your employment under this agreement, you must:

* undertake to the best of your abilities such duties and exercise such powers, authorities and discretions in relation to the business of the Employer as are assigned to you by the employer and set out in your position description from time to time, commensurate with your skills and experience;
* in the discharge of such duties and the exercise of such powers, authorities and discretions, conform to, observe and comply with all reasonable and lawful directions, restrictions and regulations of the employer made or given from time to time;
* fully report to the employer all business opportunities which may advantage the Employer and any significant threats to the business of the employer (including the behaviour of other employees) as soon as these come to your attention;
* comply with all legal requirements, statutory or otherwise, pertaining to your position with the Employer and your responsibilities as required;
* not breach the relationship of trust and confidence with the employer;
* not do anything that would adversely impact on the Employer’s reputation or business;
* use the employer’s property to breach laws or policies;
* use your best efforts to promote the business interests of the employer; and
* act in good faith in the best interests of the employer and not use any social media to make any derogatory, adverse or defamatory remarks about the business, its managers, employees or clients or disclose any confidential information about the business, its staff, customers or clients.

**Multi-skilling:** It is a condition of this agreement that you understand and accept that we look to assist each other as much as possible. To this extent you accept that you may be required to undertake a variety of tasks, both skilled and semi-skilled (for example, cleaning up, minor repairs, or carrying out some other task) which are not specifically within your role, but which may help another employee, help a client, or help the overall running of the business.

**Reporting:** The employee is directly responsible to XXXX.

**Termination**: You are required to provide notice of termination in accordance with the Award. If you do not provide the notice required, by signing this agreement you hereby irrevocably authorise the employer to deduct from any monies owing to you an amount equal to the value of the period of notice not given. This deduction is authorised in accordance with Section 324 of the *Fair Work Act, 2009.*

The employer may, in lieu of giving you part or all of the period of notice, pay you an amount equivalent to your wage for the period of notice not given.

If either party gives notice of termination, the employer may, either when giving or receiving the notice, or during the period of the notice, direct you to perform only those duties determined by the Company, or no duties. The employer may direct you to take time off in lieu of any accrued overtime that may be owing to you during the notice period. The giving of such a direction shall not affect your entitlement to remuneration or affect the accrual of leave or reduce your entitlements to leave. If such a direction is given, you shall comply with it.

Your employment may be terminated by the employer at any time with immediate effect if you engage in any conduct which warrants the summary termination of your employment, including (without limitation) the following:

### you commit serious misconduct or fraud;

### you commit a serious or persistent breach or non-observance of any of the provisions of this contact of employment;

### you fail to perform or observe any of the terms or provisions of this agreement for a period of at least 14 days (or such longer period as may be agreed by the parties) following receipt of a written notice from the Employer which specifies the nature of your failure and advises you that, should the failure continue for the stated period, your employment may be terminated forthwith;

### you become of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health;

(f) you use or abuse alcohol or drugs to the extent that in our opinion you are no longer able to properly perform your functions under this agreement; or

(g) you are convicted of an indictable criminal offence.

In the case of summary termination for any cause set out above, your wage and other statutory entitlements will be paid by the Employer up to the time of termination only.

## If this agreement is terminated for any reason by either party, the Employer may set off any amounts you owe the Employer against any amounts the Employer owes you at the date of termination except for amounts the Employer is not entitled by law to set off.

**Payment of Wages:** Wages are calculated Monday to Sunday and paid fortnightly. Pay will be deposited directly into your bank account the following Tuesday. This should be available for withdrawal about 3:00 pm on that day.

**Absence from Work:** The position involves working days and at times which could be described as demanding, however it is the nature of the job. The employer recognises this situation and will liaise with the employee to ensure the employee is able to enjoy uninterrupted free time away from work.

In circumstances where the employee is unable to attend for work or is unavailable to attend for work he is required to provide the employer with 24 hours’ notice or such unavailability or non-attendance. In the case of sickness or emergency noticeof unavailability must be provided to the employer before the commencement of that day’s work.

**Conditions not mentioned:** All conditions not mentioned in this Employment Agreement will be in accordance with the Award and or the National Employment Standards.

**Acceptance of Position**

This position is permanent position provided you prove capable of performing the duties as required to a satisfactory standard and adhere to the Conditions of Employment in respect of performance, behaviour and safety matters.

I have read and understand the Employment Agreement together with the Conditions of Employment. Failure to adhere to these conditions may result in the termination of employment.

I accept the position as described above and agree to abide by the terms of the Agreement and the hereto attached Conditions of Employment.

I acknowledge prior to entering into this Agreement I had sufficient time to review the contents of the Agreement and to understand its effect, I had the opportunity to obtain independent legal advice regarding the contents of this Agreement and have not been subject to any undue influence or placed under any pressure to enter into this Agreement.

**Signed by the Signed for and on behalf of the**

**Employee: Employer:**

Name: Name:

Address: Address:

Signature: Signature:

Date: Date:

**Employment Agreement/Conditions of Employment**

As an employee, please read carefully the Conditions of Employment because failure to adhere to the requirements set out below could lead to termination of your contract of employment.

The employer notes its responsibilities to the employee in this position. In respect of the employee’s responsibilities regarding staff employed by the employer but reporting directly to the employee, the employee is to ensure that all such staff are trained and aware of all health and safety hazards in respect of the workplace including any machinery.

**General Behaviour**

Employees must conduct themselves in such a manner as to not interfere with or disrupt the harmony of the worksite. Employees must not act in such a way as to be a hazard to themselves or their fellow workers. Horseplay or practical jokes can result in accidents and injury and will not be tolerated.

**Conduct**

Serious misconduct such as unauthorised use of machinery, violence, abuse, sexual harassment, theft, insobriety, refusal to carry out a lawful order or breach of confidentiality will result in ***instant dismissal***.

**Confidentiality and Competition**

The employee is to ensure that all information, including electronic and photographic information relating to the employer, its shareholders and its business disclosed or available to the employee, remains strictly confidential and is not disclosed to any person without the written approval of the employer.

The information to be kept confidential under this paragraph includes all practices and procedures of the enterprise together with the terms of the Employment Agreement (including the employee’s remuneration package) unless otherwise authorised by the employer or by the operation of law.

All concepts, ideas, systems, manufacturing and marketing programs including negotiations developed or negotiated by the employee, either alone or in conjunction with others or developed/negotiated by others and of which the employee becomes aware during or by reason of their employment with the employer are to be the sole and exclusive property of the employer, who may, during the period of the employee’s employment or after such employment has been terminated, request that the employee deliver such to it. It is a condition of employment that such request is complied with promptly and fully.

#### Alcohol/Drugs/Smoking

Employees who present for work and appear to be affected by alcohol and/or drugs will be sent home. Under no circumstances are non-prescription drugs and/or alcohol to be taken, injected or consumed at the worksite.

It is a condition of employment that employees agree to random drug and alcohol testing, as directed and paid for by the employer.

It is a policy that no smoking is permitted in any enclosed space, including vehicles, buildings and sheds on the premises. This ruling is in compliance with the Public Health Act. Smoking is allowed during break periods in designated areas only.

**Housekeeping**

Keep work area as clean as possible at all times and clear of any obstacles. A clean work area is a safe work area and will lessen the risk of injury. Be clean in your habits – clean up as you go. Wipe all oil, grease, spillages, etc, as soon as possible. Keep aisles and passage ways clear at all times.

Do not stack anything in front of exit doorways. Soft drink cans/bottles, lunch wraps, confectionery wrappers; etc must not be left at the worksite. *(You brought it in - you take it out).*

**Punctuality**

Employees are expected to be at the employer’s premises and ready to commence work at the designated time. Rest breaks and meal breaks are to be taken at the designated time and employees are expected to work up to the time the break is to be taken or cessation of work for the day and be ready to commence duty at the designated time following such rest period and/or break. In circumstances where an employee is unable to attend for work, the employee must notify the employer of such absence before the time designated to commence work.

**Machinery**

Unauthorised use of machinery is strictly prohibited. Employees charged with the operation of machinery must do so in accordance with the manufacturer’s operation/safety manual and must at all times operate the machine in a safe manner with the utmost care and respect. Any faults with any machinery must be reported to the employer immediately.

**Exposure to the Sun**

Medical evidence strongly recommends that during the warmer months, November to March each year, persons working outside should wear a broad-rim hat, or hat with a neck cover and all skin exposed to direct sunlight should be covered.

In instances where employees choose not to follow this procedure and cover up, it is strongly recommended that a maximum UV sunscreen be worn at all times whilst working outside. Particular attention should be given to the back of the hands.

**Workplace Health and Safety**

The employer reserves the right to direct an employee on any matter regarding Workplace Health and Safety at any time during the term of the employment.

The employer is committed to providing and maintaining a safe and healthy work environment for all employees, contractors, customers and visitors. Employees must understand and be committed to ourWorkplace Health and Safety Policy. They must work in such a manner so as not to put themselves at risk of injury or disease and must also go about their work in such a manner so as not to endanger or put at risk of injury or disease, other persons in or about the workplace.

The employee must report to the employer as soon as practicable any unsafe machinery, act or situation. In the event of an emergency the first priority is to report it. Unless you have been specifically trained, you should not involve yourself in trying to control the problem.

If you suffer an injury whilst working it must be reported to Management as soon as possible.

**Work Clothes**

You are expected to come to work dressed in suitable clothes which do not pose a safety risk.

These include:

* Sturdy work boots with non-slip soles for general work on the farm.
* Tough work overalls, or long leg washable trousers, or sensible work shorts. Comfortable shirt. Long sleeves should be either buttoned at the wrist or rolled up in such a way that no loose ends can be caught in machinery or on protruding materials.
* Shirts should be tucked into trousers, and there should be no loose clothing that could become entangled e.g., cords of jackets etc in machinery or moving parts.
* Long hair should be tied back, out of the way of machinery.
* A shady hat for outdoors work.
* Suitable wet weather gear when needed.
* Under no circumstances will thongs be considered to be safe or suitable footwear.

## **Hygiene**

Good personal hygiene will help to reduce risk of illness due to infections or contamination with hazardous substances that you may be exposed to.

Cigarette smoking can add to risk of lung disease, and if you are a smoker, we would support your attempts to quit smoking. You must:

* Ensure that you wash up after handling pesticides, dogs and sheep. Any pesticides on the skin should be washed off immediately.
* Make sure that your work clothes are washed regularly. You will need to wash them daily if you are working with pesticides.
* NOT smoke inside buildings or any cabined machines
* Keep cabins of machines clean and free of food scraps. Keep up to date with your tetanus shots.

## **Use of Protective Clothing and Equipment**

Protective clothing and equipment is provided for your protection as required for hazardous jobs. You must use these as instructed, and you must clean these properly after use, and keep them in good order. You must let the manager/owner know if protective equipment is damaged or not available, or if you are having difficulty in using the equipment provided.

Employees ***must*** wear:

* Ear muffs or plugs where noise is a problem.
* Helmet for head protection when riding the motorcycle/ATV.
* Protective gloves, face mask, overalls for handling chemicals.
* Goggles, and special welding protective clothing in the workshop.
* Combined head and ear protection, and safety chaps for use with the chainsaw.
* Sunscreen is provided for when you are working in direct sunlight.

## **Riding the Motorcycle/ATV**

* Suitable clothing, including tough trousers, boots and a helmet must be worn when riding the farm motorcycle/ATV.
* Before setting out at the beginning of each day on the motorcycle/ATV, you are expected to refuel, and check that tyres, brakes, guards and chain tension are in good working order.
* You should become familiar with the rider’s manual for any motorcycle/ATV you ride. It is a condition of your employment that you comply with the manufacturer’s Operators Manual.
* You should limit your riding speed to the condition of the tracks and terrain.
* No passengers are permitted on the ATV.

## **Being Ready for Emergencies**

* Before setting out each day you must ensure that you have adequate water to keep well hydrated.
* Always let someone know your planned location on the farm.
* First aid kits are provided.
* Emergency telephone numbers are located at the telephones at the homestead.
* Please advise the owner/ manager if you have a medical condition or allergy for which you may need assistance, and where emergency medication is located.

## **Handling Farm Chemicals**

The pesticides which we may use on this farm include chemicals to kill or control insects, weeds, fungal diseases, mice or rats.

* All persons handling pesticides must comply with the instructions detailed on the label for mixing and applying pesticides, and use personal protective equipment provided.
* If you cannot read or understand the instructions, you must ask for help before continuing.
* Always take water for washing down, and clean clothes when using pesticides
* When you have finished your pesticide job, equipment should be washed down and the pesticide should be locked away in the chemical storage area.

## **Equipment Operation and Maintenance**

* You must become familiar with the Operators Manual for all machinery that you operate.
* You must comply with all safety warnings on stickers and in the Manual.
* You must not operate an unguarded machine.
* Whenever you remove a guard to undertake machinery maintenance, or to clear a blockage, you must replace that guard at completion of the repairs.
* The owner/manager should be informed of guards which are damaged or where there are exposed moving parts of machines causing safety hazard.
* If leaving a machine when the engine is running, you must ensure that working equipment is disengaged.
* Equipment should be put away after use in its correct place.

## **General**

* If you feel you do not have the experience to undertake a job safely, please advise the manager, and do not go ahead with the job.
* The laws of this state require that the owner/manager provide a safe place of work and safe work systems. In order to help us meet these obligations, you are expected to advise the owner/manager of any safety hazard or problem that you come across.
* The same law requires that you as a worker must take care to ensure the health and safety of others who are on this farm - including other workers, family and visitors.
* You are also required to cooperate with our health and safety program, and comply with our requirements to protect your own safety and the safety of others.
* The law also requires that the safety of visitors and contractors who enter this workplace be assured. You must look out for hazards to health and safety for family members, contractors and others who enter the farm.
* There are children on this farm. Their safety must be a high priority. Please be careful when driving vehicles or machinery, never reversing without checking for children.
* Children are not permitted on tractors or other farm machinery.

The safety of the people on this farm takes precedence over all other considerations, especially when we are under pressure!

## **Avoidance and Resolution of Disputes**

The parties to this agreement unequivocally commit themselves to the peaceful resolution of all grievances and/or disputes arising during the currency of the Agreement. Regular discussion shall take place between management and employee to identify and alleviate any concerns, which may lead to a dispute. Should a dispute arise the parties are committed to adopting the following procedure in the resolution of grievances and/or disputes:

(i) Any grievance/dispute arising shall first be raised by the employee with the employer who shall endeavour to resolve the matter.

(ii) In the event the matter remains unresolved either party may in the first instance notify the matter to Primary Employers Tasmaniafor conciliation and/or arbitration.

(iii) All parties unequivocally agree to accept the decision of Primary Employers Tasmania as final settlement of the grievance and binding on both parties.

*Failure to comply with these Conditions of Employment may result in instant dismissal.*

# DECLARATION

I have read and understand the matters as detailed above and accept them as a condition of my employment.

I accept the position as described above and agree to abide by the terms of the Agreement and the hereto attached Conditions of Employment.

**Employee: Employer:**

Name: Name:

Address: Address:

Signature: Signature:

Date: Date: