

FarmWork WA Pty Ltd
Employment Terms and Conditions (v1.13)

- 1.) Before being offered a position, all workers are required to attend the farm for interview. You will be required to try both picking and packing work so that the company and yourself can assess your suitability for the job. This interview includes a site overview and some basic training. It will take approximately half a day to complete.
- 2.) All permanent Employees must give seven (7) days' written notice of their intention to leave. If a permanent Employee fails to give the required notice or leaves without working the required notice period, the Employer may withhold any monies due to the Employee as permitted under the Award.
- 3.) Payment is processed weekly. The pay week is from Monday to Sunday and is made on the Tuesday that falls 9 days after the week ending Sunday.
- 4.) The rate of pay advised by the Employer for both hourly and piece rate work is inclusive of all relevant taxation that may need to be paid by the Employer.
- 5.) The Employee authorises the Employer to deduct any monies owing from the Employee to the Employer for incidentals supplied by the Employer including (but not limited to) accommodation charges of \$12.00 per day or \$7.00 camping, one-way bus charges of \$3.00 per trip, return bus charges of \$6.00 per trip charges at cost and meal charges, directly from the Employees' wages.
- 6.) Cheating, physical abuse or verbal abuse are not tolerated and will result in instant dismissal.
- 7.) Consumption of alcohol and/or drugs are not permitted onsite at any time. Persons found to be intoxicated onsite will be instantly dismissed.
- 8.) It is the Employees responsibility to ensure that they have the right to work in Australia. Employees that to are found to be ineligible to work in Australia will be instantly dismissed and will forfeit any wages owing.
- 9.) Any Employee that completes registration through the FarmWork WA online portal and is issued a FarmWork WA ID number will be considered to have read and accepted the Employment Terms and Conditions and the Piecework Agreement and will be bound by the terms of these agreements.

Piecework Agreement

Agreement between:

FarmWork WA Pty Ltd, 263 Old West Road, Bullsbrook, 6084 ("Employer") and You ("Employee")

The Employer and the Employee agree to enter into this Piecework Agreement (Agreement) under clause 15 (Pieceworkers) of the *Horticulture Award 2010 [MA000028] (Award)*. The Employer and Employee mutually agree as follows:

1. The work to be performed under this Agreement is as described below (work): Fruit picking, fruit packing, runner planting and general farm duties.
2. The minimum piecework rate/s which must be paid by the Employer to the Employee for performing the Work is as specified in **Schedule A** to the Agreement.
3. The piecework rate/s fixed by this Agreement enables the average competent Employee to earn at least 15% more per hour than the minimum hourly rate prescribed in the Award for the type of employment and the classification level of the Employee. ^(a)
4. The piecework rate/s in this Agreement must be paid for all work performed in accordance with this Agreement and will be paid instead of the hourly or weekly wages specified in clause 14 of the Award^(b). The calculation of piecework rates for casual Employees will include the prescribed casual loading.
5. The piecework rate/s in this Agreement will be reviewed in light of any changes in the Award rate, or in the nature of the work, or the conditions under which it is performed. This ensures that the minimum requirements set out in clause 15 of the Award continue to be met.
6. The Employee's earnings will depend on their productivity. This Agreement does not guarantee that the Employee will earn at least the minimum ordinary time weekly or hourly wage in the Award for the type of employment and the classification level of the Employee or the National Minimum Wage.
7. A copy of this Agreement is available through the FarmWork WA online portal.
8. The Employee is employed as a casual Employee.
9. The date this agreement starts is the date that the Employee is registered with FarmWork WA.

**SCHEDULE A – Minimum Pay Rates
(EFFECTIVE 30TH MAY 2020)**

Piecework rates:

Crop:	Strawberries			
	Picking	Packing	Planting	March Pruning
\$ per unit	\$1.60 per tray (3kg net) plus fruit size and crop yield loading. Please check with team leaders/notice board for the current loading rate.	14.6c per 250g punnet, paid for each carton of punnets completed. 18.2c per 500g punnet, paid for each carton of punnets completed	\$38.00 per 96 meter row or pro-rata for any part row	\$20.00 per 4 lane row of 96 meters or pro-rata for any part row
	Install Covers	De-Runnering	De-Leafing	Cloches Maintenance
\$ per unit	\$5.37 per 16 rows of 96 meters (1 bay) or pro-rata for any part row	\$3.50 per 4 lane row of 96 meters or pro-rata for any part row	\$9.00 per 4 lane row of 96 meters or pro-rata for any part row	Raise Cloches: \$5.30 per 16 rows of 96 meters (1 bay) Lower Cloches: \$5.30 per 16 rows of 96 meters (1 bay)
	Weeding	Install Cloche Frames	Hammering Frames	
\$ per unit	\$1.25 per 4 lane row of 96 meters or pro-rata for any part row	\$10.74 per row of 96 meters or pro-rata for any part row	\$10.00 per 16 rows of 96 meters or pro-rata for any part row	

(a) A copy of the Award and guidance on calculating piecework rates is available at www.fairwork.gov.au (b) The Work performed in accordance with this Agreement is as described in paragraph 1 and Schedule A to the Agreement. Any additional work must be paid according to clause 14 of the Award.