

## **FarmWork WA Pty Ltd Employment Terms and Conditions (v1.6)**

- 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. Payments are made for the week ending Sunday and is made on the Thursday that falls four (4) 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, one-way bus charges of \$3.00 per trip, return bus charges of \$6.00 per trip charges at cost, 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 and will forfeit any wages owing.
- 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. <sup>(a)</sup>
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<sup>(b)</sup>. 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 (EFFECTIVE 1<sup>ST</sup> JULY 2017)

### Piecework rates

|                    | <b>Picking</b>  | <b>Packing</b>  | <b>Planting</b>   | <b>March Pruning</b>                |
|--------------------|---|---|---|-------------------------------------|
| <b>\$ per unit</b> | Minimum of \$1.60 per tray (3kg net).<br><br>This rate may be higher depending on the fruit size and crop yield.<br><br>Please check with our foreman for the current rate. | 14.6c per punnet, for each carton of punnets completed. | \$18.00 per carton of approximately 500 runners<br><br>And / or<br><br>\$36.00 per carton of approximately 1000 runners | \$82.00 per 4 lane row of 96 meters |
| <b>Crop type:</b>  | Strawberries  | Strawberries  | Strawberries  | Strawberries                        |
|                    | <b>Install Covers</b>   | <b>De-Runner</b>  | <b>De-Leaf</b>  | <b>Cloche Management</b>            |
| <b>\$ per unit</b> | String:<br>Tape:<br>Unroll Plastic:<br>Install Plastic:<br>Drill Frames:  | \$3.50 per 4 lane row of 96 meters                      | \$9.00 per 4 lane row of 96 meters  | Raise Cloches:<br>Lower Cloches:    |
| <b>Crop type:</b>  | Strawberries  | Strawberries  | Strawberries  | Strawberries                        |

(a) A copy of the Award and guidance on calculating piecework rates is available at [www.fairwork.gov.au](http://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.