

CASUAL EMPLOYMENT AGREEMENT- LEVEL 1

This Agreement is made on 2009

BETWEEN:

The Fruit Co- ABN # of Address of Town/ Victoria or ?? ('the Employer')
and

JOE BLOW ('the Employee') of

The parties agree as follows:

1. Period of Operation

This Agreement commences on 9th JUNE 2009 ? for the rostered PRUNING & PICKING program for 20. The nominal expiry date of this Agreement is 30th Sept or whatever date or timing. At the conclusion of the contract term, there is no guarantee of future employment.

2. Designated Award

This agreement is based on the Horticultural Award //?????????.

3. Terms and Conditions of Employment

i) Duties

The Employee is retained in the position of Orchard Attendant (Level 1). The Employee will be required to undertake duties associated with. In addition, the Employee will be required to perform all duties and observe all occupational health and safety requirements as determined by the Employer from time to time provided that the duties are within the limits of the Employee's skill, competence and training.

ii) Hours of Work

a) Availability for Work on Call

The Employee will be available to work up to 38 hours per week. The hours for which the employee will be rostered will depend upon the demand of the Employer for labour.

b) Hours

The Employee may be required to work up to 12 hours per day. On any day the Employee is required by the Employer to work, the Employee will be rostered for a minimum of 4 hours.

c) Rest Period

The Employee will be entitled to one paid rest period of 15 minutes in respect of each 6 hours worked. The Employee will not be required to work more than 6 hours without a rest period. The time of taking rest periods will be determined by the Employer.

d) Overtime

The Employee may be required to work reasonable overtime. Overtime will be paid at the rate of time and a half for the first three hours, and double time thereafter.

iii) *Hourly Wage*

The Employee's hourly rate of pay will be \$?? This amount includes a casual loading.

Wages will be paid by cheque at the conclusion of each selling week.

iv) *Termination Procedure*

The Employer may terminate the Agreement at any time without notice in circumstances of serious misconduct, or serious breach of any of the terms of this Agreement.

4. **Dispute Resolution Procedure**

In accordance with s170VG of the Workplace Relations Act 1996, the parties agree on the following dispute resolution procedure:

Resolution of grievances and disputes will commence with discussions between the Employee and the Employee's immediate supervisor. If no resolution is reached, the grievance will be referred to the Human Resources Department OF THE FARM.????? Throughout all discussions sensible time limits will be allowed, and the parties may jointly or individually seek the assistance of the Australian Industrial Relations Commission, which may endeavour to resolve the dispute between the parties by conciliation.

Without prejudice to either party, and except where a bona fide safety issue is involved, work will continue while this procedure is in progress.

5. Discrimination

In accordance with s170VG (1) of the Workplace Relations Act 1996, the parties agree that the following terms in relation to discrimination will apply to this agreement.

- i) The parties agree that they value the diversity of the workplace and that it is their intention to ensure that the workplace is free from discrimination, including but not limited to discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.
- ii) Any dispute relating to discrimination will be progressed initially through the dispute resolution procedure in clause 4.
- iii) Nothing in this agreement will derogate from any provision relating to discrimination contained in any state law.

6. Signature of the Parties

This agreement has been signed on20/////??

.....
By the Employee

.....
Witness

.....
By the Employer
Your Name
Title

.....
Witness
??????????????

