

**EMPLOYMENT CONTRACT – 2021 Season**  
**Sugar Industry Award 2020 [MA000087]**

**Private and Confidential**

Agreement between:

\_\_\_\_\_  
 (Employee name and address)

And

\_\_\_\_\_  
 (Employer name and address)

This agreement starts on: \_\_\_\_\_ until termination either by the Employee or the Employer, or until the end of the crushing season in the Herbert River Mill Area.

EMPLOYMENT CLASSIFICATION (Please tick "✓" appropriate box)					
Cultivation/ Cane Production		Cane Haulage		Cane Harvesting	
Youths Under 18 years (CP)	<input type="checkbox"/>	<i>Not applicable</i>		<i>Not applicable</i>	
Youths 18-19 years (CP)	<input type="checkbox"/>	<i>Not applicable</i>		<i>Not applicable</i>	
Inductee/Trainee (CPT)	<input type="checkbox"/>	Inductee/Trainee (CHAUT)	<input type="checkbox"/>	Inductee/Trainee (CHART)	<input type="checkbox"/>
Level 1 (CP1)	<input type="checkbox"/>	Level 1 (CHAU1)	<input type="checkbox"/>	Level 1 (CHAR1)	<input type="checkbox"/>
Level 2 (CP2)	<input type="checkbox"/>	Level 2 (CHAU2)	<input type="checkbox"/>	Level 2 (CHAR2)	<input type="checkbox"/>

EMPLOYMENT STATUS (Please tick "✓" appropriate box)				
Classification	Description	Rate	Entitlements	
<b>Permanent Full Time</b> <small>(clause 8.1)</small>	Average weekly ordinary hours of employment are 38 hours and not engaged as a seasonal, part-time or casual employee	Award rate	Refer to section 12 of this agreement.	<input type="checkbox"/>
<b>Permanent Part Time</b> <small>(clause 9.1)</small>	Engaged to work on a part time basis involving a regular pattern of hours which averages less than 38 ordinary hours per week.	Award rate	Refer to section 12 of this agreement.	<input type="checkbox"/>
<b>Casual</b> <small>(clause 10)</small>	Engaged as a casual employee and does not have a firm commitment in advance from an employer about how long they will be employed for, or the days, or the hours they will work	Award rate + 25% Casual Loading	Casual loading is paid instead of entitlements to paid leave and other matters from which casuals are excluded by the terms of this award and the NES	<input type="checkbox"/>

EMPLOYMENT STATUS (Please tick "✓" appropriate box)

Classification	Description	Rate	Entitlements	
<b>Single Contract Hourly Rate</b> (clause 17.2)	Field sector employee engaged in writing on a single contract hourly rate basis plus loading to cover OT&PR	Award Rate + 15%  (clause 17.1, 17.2)	Refer to section 12 of this agreement.	<input type="checkbox"/>
<b>Casual Single Contract Hourly Rate</b> (clause 17.2)	Field sector employee engaged in writing on a single contract hourly rate basis plus loadings to cover OT, PR, AL & PL	Award Rate + 40% (15% OT&PR and 25% AL&PL) (refer to SIA payguide)	Casual loading is paid instead of entitlements to paid leave and other matters from which casuals are excluded by the terms of this award and the NES	<input type="checkbox"/>
<b>Piecework</b> (clause 17.3)	Agreement to enter piecework arrangements.	Minimum piecework rate sufficient to equal the payment for the actual hours worked based on both ordinary time and overtime, + loading of 25% to cover PL & AL in the relevant period plus a loading of 20%  Refer to clause 17.3 for ongoing engagement details	Casual loading is paid instead of entitlements to paid leave and other matters from which casuals are excluded by the terms of this award and the NES	<input type="checkbox"/>

2. The wages and conditions of this Contract shall be in accordance with the **Sugar Industry Award 2020**, the **National Employment Standards** and as contained hereafter in this Contract of Employment. The terms of this Award (or any subsequent or replacement industrial laws or instruments which may apply) apply to the employment but do not form part of this Contract.
3. The Employer and the Employee agree that **flexible hours** shall be worked in accordance with Clause 15. 'Ordinary hours of work and rostering - other than shift workers' and it is further agreed between the Employer and Employee that the Employee may be required to change daily ordinary working hours and/or the basis of employment between the various arrangements as per the provisions of, Clauses 15 of the Sugar Industry Award 2020, as amended or replaced from time to time.
4. An employer may **stand down** any employee without pay on any day, or for part of any day on which the employee cannot be usefully employed because of the occurrence of anything for which the employer is not responsible or over which the employer has no control.
5. The **ordinary hours** of work will not exceed 152 hours in any consecutive period of four weeks. Until further notice, the Employer and Employee have agreed that the averaged ordinary working hours are 38 hours per week. A minimum half-hour meal break shall be taken and by mutual agreement the two ten-minute rest pauses will be combined, and the day then being divided into three approximately equal working periods.
6. Reasonable notice of any such **changes in the flexible working hours** will be given by the Employer, except for emergency circumstances where the Employer shall have the right to give immediate notice of changes, but after consultation with the Employee.
7. However, in the first case, and until further notice, the **agreed ordinary working hours** are on the basis of up to **7.6 / 8 / 10 / 12** (*cross out whichever is not applicable*) ordinary working hours within any 12 consecutive hours per day on the basis of: -

- (i) 38 hours over a maximum of any 5 days out of 7 consecutive days/ or
- (ii) 76 hours over a maximum of any 10 days out of 14 consecutive days/ or
- (ii) 152 hours over a maximum of any 20 days out of 28 consecutive days.

8. The Employee is required to perform all of the skills, tasks and duties usually associated with the **occupation of** \_\_\_\_\_ (*insert Award Classification*) in accordance with industry custom and practices and as directed by the Employer from time to time, and as provided for in Award Schedule A – Classification Definitions – Field Sector, subject to the Work Health and Safety Act 2011. The Employee also agrees to work reasonable additional hours in accordance with the provisions of the National Employment Standards (NES).
9. **Piecework** – It is agreed that \_\_\_\_\_ (*insert*) cents per tonne shall be paid and an additional \_\_\_\_\_ (*insert*) cents per tonne on the weekend (if applicable).  
*Note:* For Piecework arrangements a copy of this Agreement must be given to the employee and to an Employee’s agent when advised by the employee.
10. From time to time the Employee may be required, and the Employee will not unreasonably refuse, to work on a **public holiday** in order to perform the Employee’s duties. The Employee will be paid not less than four hours’ pay at double time and a half the ordinary hourly rate of pay (rather than the casual, single contract hourly rate or piecework rate) for work performed on a public holiday.
11. The Employer will make **compulsory superannuation contributions** on the Employee’s behalf in accordance with Superannuation Guarantee legislation. Superannuation contributions will be made to a complying superannuation fund of the Employee’s choice or if no choice is notified, to the Employer’s default fund.
12. The Employee is entitled to **annual leave, personal/carer’s leave, compassionate leave, parental leave and community service leave**, in accordance with the National Employment Standards and the Sugar Industry Award 2020, as amended or replaced from time to time.
13. A **condition of employment** is that employees must be unaffected by alcohol and/or other substances during their hours of employment. Failure to adhere to this condition will result in immediate dismissal by the employer.
14. The employer and employee agree to a: **one / two / three-month** (*strike out not applicable*) **probation period** with **daily / weekly / monthly** (*strike out not applicable*) performance meetings. The probation period does not affect the statutory minimum period of employment.
15. Subject to the notice provisions set out above that apply during your probation period, the Employee or the Employer may end employment at any time by **giving notice** as follows:

<b><i>Period of continuous service</i></b>	<b><i>Period of notice</i></b>
Less than 1 year	1 week
1 year but less than 3 years	2 weeks
3 years but less than 5 years	3 weeks
5 years and over	4 weeks

The Employer must give an additional 1 weeks’ notice of termination where the employee is over 45 years of age and has completed more than 2 years’ continuous service with the Employer.

16. The Employer may, at its election, pay the employee in lieu of all or part of the notice period. In the case of serious misconduct, employment may be terminated by the Employer without notice or payment in lieu of notice.

17. The Employer may **end the Employee's employment** at any time without notice if the Employee:

- (i) engages in serious or wilful misconduct;
- (ii) is negligent in the performance of your duties;
- (iii) commits a breach of this Contract;
- (iv) commits an act, whether at work or otherwise, which brings the Employer's business into disrepute;
- (v) is absent from work due to illness for more than 3 months, or a total of 3 months within a 12-month period; or
- (vi) is convicted of an offence punishable by imprisonment?

Signed: \_\_\_\_\_

EMPLOYER  
or, for and on behalf of the EMPLOYER

\_\_\_\_\_  
EMPLOYEE

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

*Please print the following details:*

Name of Employer's Agent (if applicable):

Name of Employee:

\_\_\_\_\_

\_\_\_\_\_

Name of Employer: \_\_\_\_\_

Occupation: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### **IMPORTANT NOTICE TO EMPLOYERS**

- The agreement and information is general in nature. If you are unsure how it applies to your situation you can call Fair Work on 13 13 94.
- The agreement creates important legal obligations which must be understood by the employer and employee.
- Employers and employees wanting to use the document should read it carefully and understand its meaning and effect. When in doubt further clarification should be sought. Because it is a general or standard document some of its provisions may not be suitable to an employer/employee's particular circumstances.
- Employers are reminded there are further and additional obligations when engaging employees. These can include induction, training, work health and safety issues, work cover and provision of commencement of employment notices.
- The requirements under the Fair Work Act, National Employment Standards and the Sugar Industry Award will also apply.