

# Picking Contractor Agreement

## Agreement Between:

..... of ..... Grower

..... of ..... Contractor

The Grower.....

Warrants that they are in the business of primary production and from time to time require the services of a Labour Hire Contractor to provide citrus harvest and other services associated with the production and growing of Horticultural crops.

Is registered with the ATO and has a valid ABN

The Contractor .....

Warrants that they are a registered Labour Hire business with a valid and current ABN.

They are currently registered with Return-to-Work SA and have appropriate insurance cover. (e.g. work injury insurance premiums and Public Liability)

They are also complying with their statutory obligations. (PAYG withholding, superannuation contributions)

1) The parties agree that the Contractor shall commence work on the date on which the parties shall agree providing that the Contractor shall be given not less than 14 days notice of the commencement of this Agreement.

2) The contractor agrees to perform the following work on the various properties operated and managed by the Grower.

1. Picking of citrus and other fruits, as part of the picking process the contractor will supply their own equipment (ladders, Picking bags)

The contractor will supervise the pickers to ensure they pick the fruit cleanly and not leave fruit behind

The contractor will, along with supervision, place empty bins out in the orchard and collect the full bins to a central point using a forklift supplied by the grower. If required a license must be held to operate the forklift.

2. Thinning, pruning or such other duties as the parties shall negotiate from time to time.

3) Employment Relationship:

Persons performing work under the terms of the Contract are at all times the employees of the Contractor and not employees of the Grower. As such the contractor should always provide adequate supervision of his employees.

4) All work performed under the terms of the contract by employees of the Contractor will be paid as follows:

- 1.1. **Bin Rate:** This includes employee bin rate, Superannuation, RTWSA levy and Contractor's margin but excludes GST. (For an example see Schedule A) The rate per bin will vary according to a number of factors including variety, crop factor, tree size. The Grower and Contractor will agree on the rate prior to the commencement of each different patch and this rate may be recorded in Schedule B or confirmed by email or text message.
- 1.2. **Hourly Rate:** In accord with the Horticulture Award (MA000028) and constitute with the rulings of the Fair Work Commission in respect to minimum hourly rate and conditions as these rulings may vary from time to time.
- 1.3. The Contractor will have in place a current Piece Work Agreement with his workers for any work performed under the terms of this contract.  
<https://www.fairwork.gov.au/ArticleDocuments/1462/piecework-agreement-template-horticulture-award.docx.aspx>

5) Payments:

The Contractor will provide a valid Tax Invoice on the completion of each designated task.

The Grower shall pay the Contractor for work performed under the contract via direct deposit into a bank account nominated by the contractor within 7 business days of receipt of the Tax Invoice.

6) Timeliness:

The Contractor agrees to supply sufficient employees to enable the Grower to complete the harvest of crops and completion of such tasks in a timely manner, and as agreed between the parties for each different patch.

7) Training and Instruction:

The Contractor agrees that all its employees who will carry out work under the terms of this contract will have been trained by the Contractor for the task required and be given a copy of the Citrus Harvest Guide and understand the importance of correct harvest procedure.  
(Link to guide below)

[https://www.dpi.nsw.gov.au/\\_data/assets/pdf\\_file/0005/714713/Australian-Citrus-harvest-booklet-230517-accessible-1pp.pdf](https://www.dpi.nsw.gov.au/_data/assets/pdf_file/0005/714713/Australian-Citrus-harvest-booklet-230517-accessible-1pp.pdf)

Receive training from the Grower before using any machinery or equipment owned by the Grower.

Participate in Orchard or pack house Induction and/or Refresher training as required by the Grower.

8) Warranty:

The Contractor is responsible for the quality of work undertaken by its employees and must remedy any defects.

9) Fairwork:

The Contractor must comply with all obligations under the Fair work Act 2009 and Fair Work Regulations 2009 including obligations under the applicable award, National Employment Standards, Work Health and Safety Act 2012 (SA), Superannuation Guarantee Charge.

More comprehensive and current information can be found here, [Homepage | Horticulture Showcase Fair Work Ombudsman](#)

10) Subcontractors:

The Contractor must not subcontract or assign the contract or any part of it.

11) Resourcing:

The contractor must commit all necessary resources, financial or otherwise, and meet all necessary expenses associated with the effective implementation of the requirements of the Contract

12) Termination:

The grower reserves the right to terminate the Contract in the event that the Contractor fails to comply with any of the above clauses.

13) Modern Slavery Act 2018

1. The Contractor warrants that in supplying the services to the Grower, each of the contractor's employees are persons authorised to carry out labouring work within Australia and is either an Australian citizen or has a valid Australian Visa that entitles the said employee or subcontractor to carry out the labouring work and services supplied to the grower.
2. The Contractor warrants that it has assessed the risk of modern slavery in its operations, and in the supply of services to the Grower, and has complied with any requirements of the Australian Modern Slavery Act 2018 and has taken and or undertaken to take steps to minimise the risk of modern slavery.

Signed by the Contractor.....Date.....

Signed by the Grower.....Date.....

### Schedule A

	Bin Rate	Hourly Rate
Employee Rate	\$35.00	\$25.00
Superannuation Guarantee 10%	\$3.50	\$2.50
Return to Work Levy 5%	\$1.93	\$1.38
Contractor Margin 10%	\$3.85	\$2.75
Total Paid (Ex GST)	\$44.28	\$31.63

Example table only

Ensure using correct SGC rate and the Contractors RTWSA levy rate

Date	Variety	Patch	Agreed Rate/Bin	Sign	Text or email


Schedule B