**Landcare Facilitator Part-Time Employment Contract**

(for employees not employed under an Award or Agreement)

## Letter of Offer

**[employer organisation’s name]**

**[employer’s postal address]**

**[employer’s email address]**

**[employer’s ABN]**

**[date]**

**[employee’s name]**

**[employee’s postal address]**

**[employee’s email address]**

**[employee’s phone number]**

Dear **[employee name]**,

**Re: Offer of employment**

I am pleased to offer you the part-time on-going position of Landcare Facilitator with **[employer’s name].**

The funding for this Landcare Facilitator position has been made available to through the **[employer’s name]** 2021-24 Victorian Landcare Facilitator Program (VLFP) funding agreement with the Department of Environment, Land, Water and Planning (DELWP). Therefore, your on-going employment is subject to 2021-24 VLFP funding from DELWP being made available each year to the **[employer’s name]** until 30 June 2024.

Please find attached your employment contract which provides the terms and conditions for this position.

At a minimum, your employment terms and conditions are in accordance with:

* National Employment Standards (<https://www.fairwork.gov.au/employee-entitlements/national-employment-standards>), and
* Fair Work Information Statement (<https://www.fairwork.gov.au/employee-entitlements/national-employment-standards/fair-work-information-statement>) from the Fair Work Ombudsman.

Your employment is not covered by a modern Award or enterprise agreement. The Parties acknowledge they have no intention of incorporating any Award, enterprise agreement or other collective agreement into this Contract.

Your role and duties are set out in the attached the Position Description for this position, and also in the 2021-24 Landcare Facilitator Work Plan (which is not incorporated into this Contract), plus such other duties as the **[employer’s name]** may allocate to you from time to time.

If you have any questions about your employment, please contact me on **[phone number of employer’s representative who signed Letter of Offer]**. You can also contact the Fair Work Ombudsman ([www.fairwork.gov.au](http://www.fairwork.gov.au/)) or 13 13 94 for information and advice about pay and entitlements.

To accept this offer and the attached terms and conditions, please sign and date this letter in the section below and return to me by **[date].**

Congratulations – I look forward to you joining us in the Landcare Facilitator role.

Yours sincerely,

| Signature  |
| --- |
| Signed by **[name]** **[position]** for and on behalf of the **[employer’s name]**.

| **[date]** |
| --- |
| Dated  |

 |

## Acceptance of Offer

I **[employee’s name]**:

* have read and understand the terms and conditions in the attached employment contract;
* have discussed any issues I have with these terms and conditions with my employer, and they have considered and responded to any issues raised;
* have received a copy of the contract and this letter of offer for my records.

|  |
| --- |
| Employee’s signature  |
| **[date]** |
| Dated  |

1. **Employment Contract**

This is an employment contract dated **[insert date]**.

 Between

|  |
| --- |
| **[employer’s name]** (the “Employer”) |
|  **[employer’s postal address]** |
| **[employer’s email address]** |
| **[employer’s ABN]** |

 and

|  |
| --- |
| **[employee’s name]** (the “Employee”)  |
| **[employee’s postal address]** |
| **[employee’s email address]** |
| **[employee’s phone number]** |

1. **Terms and Conditions**

### 2.1 Position

You are being employed in the position of Landcare Facilitator on the terms and conditions set out in this contract.

You are being employed on a part-time on-going basis for **[hours]** per week.

### Employment Dates

### Your start date will be [insert date].

You are being employed on a part-time on-going basis, unless terminated earlier in accordance with the terms of this Contract.

**2.3 Funding for Position**

The funding for this Landcare Facilitator position has been made available through the **[employer’s name]** 2021-24 Victorian Landcare Facilitator Program (VLFP) funding agreement with the Department or Environment, Land, Water and Planning. Therefore, your on-going employment is subject to sufficient re-current 2021-24 VLFP funding being made available to the **[employer’s name]** until 30 June 2024.

### 2.4 National Employment Standards and Fair Work Information Statement

Further terms of your employment are in the National Employment Standards as set out in the *Fair Work Act 2009* (Cth).

The Parties acknowledge they have no intention of incorporating any award, certified agreement, collective agreement or enterprise agreement into this Contract.

A link to the Fair Work Information Statement has been provided to in this Contract (Clause 11).

### 2.5 Workplace

You will be required to work at: **[workplace address/es]**

You will also be required to work at other locations where reasonable. This may include a request that you work from home for a period of time due to COVID-19 restrictions. Any working from home arrangements will be agreed between the Parties.

### 2.6 Manager Arrangements

You will report directly to **[name of manager]**,Manager of the Landcare Facilitator (Manager)**,** who has been appointed by the **[employer’s name]**,and in their absence you will report to **[name of back-up manager]**,Back-up Manager**.**

### 2.7 Duties

You are required to perform the duties described in the attached Position Description, and also as outlined in the **[employer’s name]’s** 2021-24 Landcare Facilitator Work Plan for this role.

We may also assign you other duties, where reasonable for your position, training, and experience.

### 2.8 Probationary Period

Your appointment is subject to a probationary period of three (3) months. At the end of the probationary period, the **[employer’s name]** may elect to confirm your appointment subject to **[employer’s name]’s** assessment of your suitability for employment.

### 2.9 Performance Reviews

Performance reviews shall be undertaken for all employees before the conclusion of a probationary period and on an annual basis. The review will be in the form of a meeting with **[name of manager]**, Manager, and will cover areas such as performance against the **[employer’s name]’s** 2021-24 Landcare Facilitator Work Plan; attitude and staff relations; development; future objectives; and areas requiring improvement.

All formal complaints concerning performance reviews shall, in the first instance, shall be referred to **[name of manager]**, Manager.

**3. Pay and Superannuation**

### 3.1 Pay

In 2021-22, you will be paid $**[insert amount]** per hour, which is the equivalent of $**[insert amount]** per week for a **[hours worked]** week.

Note: in 2022-23 and 2023-24 a 1.5 per cent annual increase will be applied to the hourly rate paid to you.

The Employer may choose to use all or part of the 1.5 per cent increase payable in any year (as set out in 3.1 Pay above), to fund all or part of a compulsory change to the superannuation guarantee for the employee. The Employee will be entitled to a pay increase equal to the residual per cent after the increase in the superannuation guarantee is deducted.

### 3.2 Payment Method

We will pay you **[weekly/fortnightly/monthly]** into your nominated bank account.

### 3.3 Superannuation

In addition to your pay, and in accordance with the Employer’s obligations under the Superannuation Guarantee (Administration) Act 1992 and any regulations made pursuant to it, the Employer will pay the compulsory superannuation contribution into a recognised superannuation scheme of your choice.

You must provide to the Employer written notice of your choice of superannuation fund when you commence your employment. If you do not choose a fund, we will place contributions into a default fund.

**4. Hours of Work**

You are expected to work **[insert number]** hours per week.

The days of work are negotiable with occasional after hours and weekend work required.

### 4.1 Flexible Working Arrangements

# The ordinary hours of work shall, by agreement, be worked flexibly to best meet both the Employer’s work requirements and the employee’s personal and/or family circumstances.

### 4.2 Breaks

You are entitled to an unpaid lunch break of 30 minutes each day.

### 4.3 Additional Hours

You may be expected to work additional hours under this Contract. You may be required to attend evening meetings and weekend activities, with time off in lieu of overtime taken within the fortnightly pay period.

You agree that the pay stipulated in this Contract is inclusive of all hours worked and that you will not be entitled to additional payment for additional hours worked. Specifically, you agree that your above National Minimum Wage salary is set against payment for any reasonable additional hours (overtime) required of you for the proper performance of your role’s duties.

You may however be entitled to time off in lieu on an hour for hour basis, for additional hours worked in some circumstances.

### 5. Expenses and Equipment

### 5.1 Reimbursement of Expenses

Upon production of a receipt (and subject to prior approval), you will be entitled to be reimbursed for all reasonable work-related expenses necessarily incurred by you in performing your duties under this contract.

**5.2 Private Vehicle Use and Travel Expenses**

You are required to provide your own vehicle to attend meetings with groups, meet with landholders, attend events etc as required by the Employer. You agree to meet all the costs for your vehicle’s maintenance, running costs, vehicle registration, and insurance.

The **[employer’s name]** will reimburse you for work-related car travel expense in accordance with the Australian Taxation Office’s (ATO) work-related car expenses cents per kilometre method.

The Employee’s private vehicle use travel expenses will be paid fortnightly on receipt by the Employer of details about the kilometres travelled and the locations travelled to, which have been incurred by you in performing your duties under this Contract.

**5.3 Office Equipment**

You will be provided by the Employer with the following equipment (i.e. lap top, internet service, email access, and mobile telephone) that are required for effective delivery of the role under this Contract. Upon the expiry or termination of this Contract, you will be required return to the Employer any equipment that is the property of the Employer.

**5.4 Employer’s Equipment**

Upon the expiry or termination of this Contract, you will be required return to the Employer any equipment that is the property of the Employer.

## 6. Leave

### 6.1 Annual Leave

You are entitled to paid annual leave in accordance with the National Employment Standards.

Annual leave will be paid at the same rate as ordinary hours.

The Employer may have an annual Christmas/New Year close down period during which the office is closed. It is expected that you take any accrued but untaken entitlement to annual leave during this time.

### 6.2 Personal (Sick or Carer’s) Leave

You are entitled to paid personal leave per year in accordance with the National Employment Standards.

You must give us notice as soon as possible to take personal leave. We may also require evidence that would satisfy a reasonable person if you take more than one day’s personal leave in a row.

### 6.3 Compassionate Leave

You are entitled to two (2) days paid compassionate leave in accordance with the National Employment Standards, per permissible occasion.

### 6.4 Community Service Leave

### You are entitled to community service leave in accordance with the National Employment Standards.

### 6.5 Family and Domestic Violence Leave

You are entitled to family and domestic leave in accordance with the National Employment Standards.

### 6.6 Long Service Leave

You will be entitled to long service leave in accordance with *Victorian Long Service Leave Act 2018*.

### 6.7 Parental leave

After you have been working for us for 12 months or more, you are entitled to take unpaid parental leave from your position for 12 months.

### 7. Public holidays

Paid public holidays will be in accordance with the National Employment Standards.

If you do not work on a public holiday, and it falls on a day you would normally work, you are entitled to your base rate of pay.

**8.** **Background Checks and Driver’s Licence**

### 8.1 Background Checks

You are required to provide to the **[employer’s name]** a National Police Check and Working with Children Check, and this offer is subject to the **[employer’s name]** approving the outcome of those checks before you commence in the role.

### 8.2 Driver’s Licence

As your duties involve driving a vehicle, a current full Victorian Driver’s Licence is essential to this position and must be produced, prior to commencement, for verification.

The **[employer’s name]** must hold a copy of your current full Victorian Driver’s Licence and you are required to maintain a current full Victorian Driver’s Licence for the duration of this Contract.

A loss of your driver’s licence may result in termination of this position, should it occur in the period of this Contract.

**8.3 COVID-19 Digital Certificate**

You are required to provide to the **[employer’s name]** a copy of your Australian Government Covid-19 Digital Certificate that shows that you are at least **[double/triple]** vaccinated against COVID-19, within one month of commencing in the role.

## 9. Obligations

### 9.1 Employee Obligations

As an employee of **[employer’s name]** we expect you to:

* carry out your duties to the best of your ability,
* act honestly and in the best interests of the **[employer’s name],**
* comply with the **[employer’s name]’s** policies (see Schedule 1) and procedures which we will make available to you (but do not form part of this Contract).

### 9.2 Notification of Prior Injury or Pre-existing Conditions Declaration

Under the Workplace Injury, Rehabilitation and Compensation Act 2013 (Vic) the Employer requires you to disclose all pre-existing injuries and diseases which you foresee could be affected by the nature of the employment. Failure to do so may render you ineligible for workers’ compensation in some circumstances. You are required to complete and return the pre-injury declaration form at Schedule 2 of this Contract.

### 9.3 Confidentiality

# For the purposes of this clause ‘Confidential Information’ includes information about the Employer’s business, products and services (including future products and services), financial information, pricing, terms of trade, suppliers and customers, contracts and arrangements, plans, strategies and forecasts, research and development information, and any other information designated as confidential by the Employer.

Confidential Information also includes trade secrets, pricing structures, documents you create while employed with us, and information on our clients and suppliers – is our property.

You agree not to use or disclose Confidential Information relating to the **[employer’s name]**. This includes while you are employed by us and after your employment ends.

There are exceptions if:

* we have given you our consent,
* you are using the information appropriately to do your work for us,
* the information is already publicly available,
* the information is required by law.

### 9.4 Conflict of Interest

While employed with **[employer’s name]**, you must get our written agreement before working for other employers or doing activities that may conflict with the interests of the **[employer’s name]**.

### 9.5 Intellectual Property

* For the purposes of this clause ‘Intellectual Property’ includes without limitation, any intellectual property, in whatever form, which you invent, develop, or create in the course of your work with [employer], remains our Intellectual Property. You must advise and inform us of the existence of such Intellectual Property at the time at which it is invented, developed or created, and provide us with access to it. Intellectual Property includes, but is not limited to:
* designs,
* logos,
* templates,
* plans and strategies,
* fact sheets and brochures,
* PowerPoint presentations,
* business and domain names,
* copyright,
* trademarks,
* patents.

You must not use or reproduce any Intellectual Property owned by us without our consent. This includes after your employment ends with us.

1. **9.6 Return of Property**

Upon the expiry or termination of this Contract you will return to us any property, documentation, records, or Confidential Information that is the property of the **[employer’s name]**.

### 9.7 Workplace Health and Safety

The **[employer’s name]** has legal obligations to maintain a safe and healthy workplace. You also have legal obligations relating to the safety of the workplace. You are required to read, understand and observe **[employer’s name]’s** Workplace Health and Safety Policy.

Failure to comply with these requirements could result in disciplinary action including termination.

### 9.8 Dispute Resolution

If you have a concern or dispute or concern about your employment you must first try to resolve the dispute or concern through discussion with the Employer, unless it is unreasonable to do so.

If the dispute or concern is not resolved through discussion a Party may seek the assistance of an external body, such as the Dispute Settlement Centre of Victoria, to organise a mediation.

If the dispute or concern is unable to be resolved through the above steps, then a Party may refer it to the Fair Work Commission. The Parties may agree on the process to be followed by the Fair Work Commission in dealing with the dispute, including mediation, conciliation, and consent arbitration.

While the dispute is being resolved work must continue as usual.

The Employee must not unreasonably fail to comply with any direction given by the Employer about performing work that is safe and appropriate for the Employee to perform.

### 9.9 Landcare Employment Advice Service

DELWP, through the Victorian Landcare Program, has provided funding for the provision of a free and confidential Landcare employment advice service for Landcare staff and their employers. The providers of the Landcare employment advice service can be contacted for advice and assistance on all Landcare employment and human resources-related matters. Please email DELWP’s Victorian Landcare Program staff at landcare@delwp.vic.gov.au for the contact details of the provider of the Landcare employment advice service.

## 10. Ending employment

### 10.1 Misconduct

We may terminate your employment without notice, or payment in lieu of notice, if you engage in serious misconduct.

Serious misconduct is when an employee:

* causes serious and imminent risk to the health and safety of another person or to the reputation, viability or profits of their employer's business, or
* wilfully or deliberately behaves in a way that's inconsistent with continuing their employment.

Examples of serious misconduct include:

* theft,
* fraud,
* violence/assault,
* serious breaches of health and safety requirements,
* being drunk or affected by drugs at work,
* refusing to carry out work duties.

### 10.2 Resignation

If you choose to resign from your role prior to the contract end date, you must provide the **[employer’s name]** with notice in accordance with the National Employment Standards.

The notice period:

* starts the day after the employee gives notice that they want to end the employment,
* ends on the last day of employment.

### 10.3 Termination of Contract

The Employer may at any time terminate this Contract by providing you with written notice of the termination that is in accordance with the National Employment Standards. The **[employer’s name]** may, at its discretion, opt to pay you the equivalent amount of pay that is payable by the **[employer’s name]** to you in lieu of the notice period related to the termination of this Contract.

# Payment of any outstanding pay owed to you will be calculated on a pro-rata basis on the date of termination of this contract.

# 11. Attachments

**Attachment 1 - Fair Work Information Statement**

Below is the link to the Fair Work Information Statement.

<https://www.fairwork.gov.au/employee-entitlements/national-employment-standards/fair-work-information-statement>

**Attachment 2 - Landcare Facilitator Position Description**

The **[provide full name of Position Description]** that is attached to this Contract as a PDF.

# 12. Schedules

## Schedule 1 – Employer’s Policies and Procedures

# Below is a list of all the [employer’s name]’s current written policies and procedures, copies of which have been provided to you. You will be kept informed of any changes to the [employer’s name]’s policies and procedures.

# The policies and procedures of the [employer’s name]’s do not form part of this agreement.

1. Code of Conduct,
2. Workplace Health and Safety Policy,
3. Grievance Policy.

**Schedule 2 – Employee’s Pre-Existing Injury Declaration Form**

In accordance with section 41 ofthe *Workplace Injury, Rehabilitation and Compensation Act 2013* (Vic) (‘the Act’), (“the Act”), you are required to disclose any or all pre-existing injuries, illnesses or diseases (pre-existing conditions) suffered by you which could be accelerated, exacerbated, aggravated or caused to recur or deteriorate by you performing the responsibilities associated with the employment for which you are applying with the Employer (“the employment”).

In making this disclosure, please refer to the Position Description, which includes a list of responsibilities and physical demands associated with the employment.

Where you have a pre-existing condition, consideration will be given to reasonable modification to the environment or tasks if at all possible or practicable.

Please note that, if you fail to disclose this information or if you provide false and misleading information in relation to this issue, under section 41(2) and section 39(4) of the Act you and your dependents may not be entitled to any form of workers’ compensation as a result of the recurrence, aggravation, acceleration, exacerbation or deterioration of a pre-existing condition arising out of, in the course of, or due to the nature of your employment.

Please also note that the giving of false information in relation to your application for employment with the Employer may constitute grounds for disciplinary action including termination of your contract.

# EMPLOYEE’S DECLARATION

I, ………………………………………………………………, declare that:

* I have read and understood this form and the attached position description and have discussed the employment with the Employer. I understand the responsibilities and physical demands of the employment.
* I acknowledge that I am required to disclose all pre-existing conditions which I believe may be affected by me undertaking the employment.
* I acknowledge that failure to disclose this information or providing false and misleading information may result in invoking sections 41 and 39 of the *Workplace Injury, Rehabilitation and Compensation Act 2013* (Vic) which may disentitle me or my dependents from receiving any workers’ compensation benefits relating to any recurrence, aggravation, acceleration, exacerbation or deterioration of any pre-existing condition which I may have arising out of, in the course of, the employment.

Please delete whichever of the following statements is **NOT** applicable:

* I have suffered no prior injuries that may recur or deteriorate, accelerate, or be exacerbated or aggravated by the employment.

OR

* I have suffered the following conditions that may recur or deteriorate, accelerate, or be exacerbated or aggravated by the employment.

## Please list details of all pre-existing conditions

………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………

* I acknowledge and declare that the information provided in this form is true and correct in every particular.

…………………………… ……………………………………..

Signature of employee Print name of employee

…………………………… ……………………………………..

Signature of witness Print name of witness

Date: ……………………………

Additional Comments/ Requisite Modifications (*to be completed by Manager*)

 ………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………