



Section 5

Duties and Legislation

by John McNamara

Introduction

Managing Safety, Health and Welfare at Work (SHWW) on dairy farms is an important aspect of overall farm management. In law, a strong 'duty of care' exists to ensure the safety, health, and welfare, of all persons at work and those affected by work activity. This duty, in particular, applies where a farm employs workers. Farm owners/managers have a duty to manage the SHWW of workers and, those affected by work activity.

- ① What is the importance of safety, health and welfare?
- ② What are my duties as an employer?
- ③ What are the duties of an employee?
- ④ What records are required on the farm?
- ⑤ Who can inspect a farm for safety health and welfare?
- ⑥ Where can I get safety, health and welfare at work documents?

Duties and Legislation

① What is the importance of safety, health and welfare?

There are moral, legal and business reasons why safety, health and welfare should be considered in advance of employment. Injury or ill health has the potential to cause tragedy, pain and suffering and disability. Work should be planned and organised to avoid these consequences.

Safety, Health and Welfare at Work (SHWW) legislation is in place for all workplaces including farms. Employers and managers have a particular responsibility to their employees. Inadequate SHWW standards can lead to prosecution and fines, compensation claims and raised insurance premiums. Injury and ill health can disrupt the operation of the farm. Poor health and safety conditions lead to dissatisfied employees and underperformance.

The Safety, Health and Welfare at Work Act, 2005 and regulations made under this act govern SHWW in all workplaces including farms. The Health and Safety Authority (H.S.A.) provides advice and guidance on how to comply with the act and, to enforce its provisions, when deemed necessary. Teagasc operates a Joint Prevention Initiative with the H.S.A. and the Farm Safety Partnership advisory committee to the H.S.A. to provide training and advice to farmers on SHWW. The act requires that safety, health and welfare of employees are secured “so far as is reasonably practicable”. This means that the level of risk presented by a particular hazard must be assessed and sufficient control measures implemented. Controls can be physical or organisational in nature.

The Safety, Health and Welfare at Work (General Application) Regulations 2007 set out specific physical or organisational requirements related to SHWW. These include the following regulations: workplace and work equipment, use of work equipment, personal protective equipment, manual handling of loads, electricity, work at heights, control of noise and vibration, protection of children and young persons, protection of pregnant employees, safety signs, first aid and explosive atmospheres.

② What are my duties as an employer?

Employers in law hold the predominant duties to protect the safety, health and welfare of their

employees. These include:

- Providing and maintaining
 - a safe place to work
 - safe plant and equipment
 - safe systems and organisation of work
- Checking and ensuring the competence of employees
- Providing information, instruction and training to employees
- Where a hazard cannot be eliminated, suitable protective equipment must be provided, used and maintained
- Having an up-to-date emergency plan, including items such as fire precautions and first aid
- Providing facilities and arrangements for the welfare of staff including toilet(s) washing facilities and an area for washing and storing protective clothing and equipment
- An employer must seek competent advice if a safety problem is identified and the solution is not known
- Employers and their employees must protect the safety of people who are not their employees such as members of the public

③ What are the duties of employees?

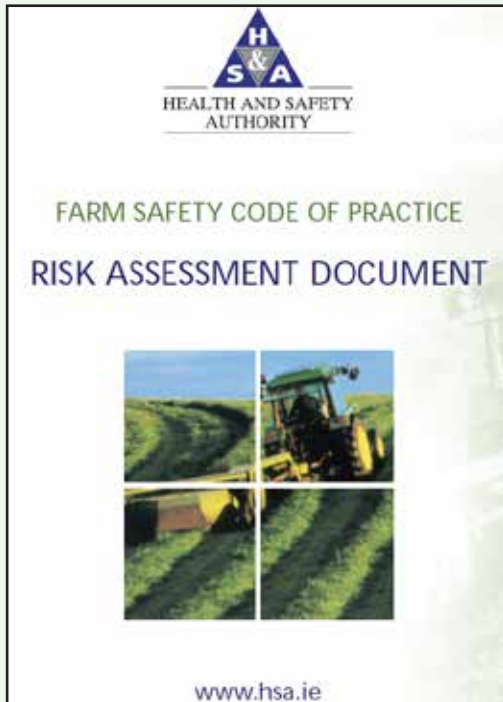
Employees must comply with SHWW legislation in the following ways:

- Co-operate with their employer in complying with SHWW legislation
- Take care to avoid injury or ill-health to themselves and others
- Report any defects they notice to their employer in the place or system of work which might be a SHWW hazard
- Use all items (e.g. equipment or protective clothing) in a safe manner

④ What records are required on farm?

All workplaces, including farms, are required to have a Risk Assessment or a Safety Statement prepared and implemented. The Safety, Health and Welfare at Work Act, 2005 permits employers including dairy farmers with ‘three or less’ employees to prepare a Risk Assessment as a component of a Code of Practice. When calculating the number of employees, an ‘employee’ is considered to include the farm operator (i.e. farm owner/manager) and any employees who are employed on a full-time basis including family members. The number

does not include casual staff or contractor employees.

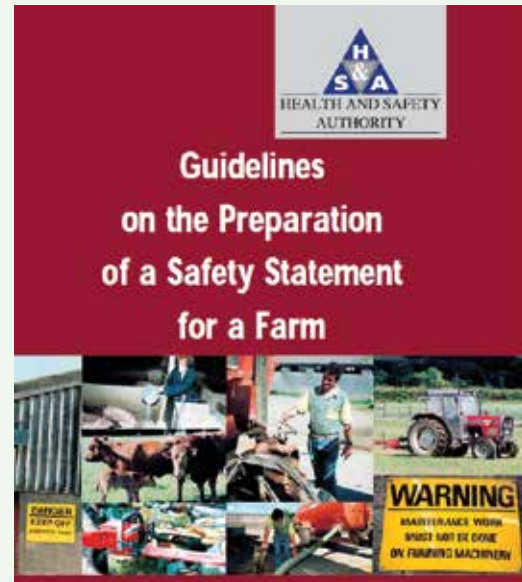


A Risk Assessment and Code of Practice for the Agriculture sector is available on the H.S.A web site. An electronic version of the Risk Assessment is available at www.farmsafely.com. This version is operated by an independent server and is completely confidential to the user.

Teagasc provides half-day training on completing the Risk Assessment document. Completion of the Risk Assessment document is also a requirement for both quality assurance and TAMS11 grant payment.

Farms with four or more employed persons must prepare a written Safety Statement. This must:

- Identify the hazards and assess the risks
- Set out the control measures being implemented to safeguard safety and health
- In the case of employers it must set out the co-operation required from the staff and the names of persons who have specific health and safety responsibilities e.g. checking fire safety equipment. The Safety Statement must be updated on a regular basis.
- A template for a Safety Statement with examples is available on the H.S.A. Web site



The H.S.A. recommends that where a Safety Statement is required, that a Risk Assessment be completed first, followed by the Safety Statement.

A template for all the documents described in this section is available at: http://www.hsa.ie/eng/Your_Industry/Agriculture_Forestry/Overview/Precautions_Risk_Assessment/

Safe Operating Procedures: Many farm work jobs involving hazard require tasks to be completed in a specific order for safety. A Safe Operating Procedure (SOP) should be prepared for such jobs.

These outline the specific order of tasks to be completed using straightforward language. It is advised that the SOP be posted close to where that farm work is undertaken and that staff receive instruction in the use of the SOP.

5 Who can inspect a farm for safety health and welfare?

Under SHWW legislation a H.S.A. Inspector has authority to inspect any workplace and carry out the following actions:

- Enter, inspect, examine and search any place of work and make any enquiries necessary
- Require the production of records including Risk Assessment or Safety Statement
- Require any person to provide relevant

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information

- Obtain samples and take measurements
- Have equipment tested

During an inspection, the Inspector can examine the COP Risk Assessment or Safety Statement and see how it is being implemented. If it is inadequate the Inspector will order that it be revised within 30 days.

Where safety standards are not satisfactory, the Inspector can take one of the following actions:
Issue an Advisory Letter

This is where one or several hazards not requiring enforcement action (Improvement Notice/ Prohibition Notice) are identified. A reply is required to the Inspector when the items are rectified.

Issue an Improvement Notice

This is where a hazard or a number of hazards are identified which do not present an immediate risk of serious injury. The notice states what improvements are required and gives a date for completing them.

Issue a Prohibition Notice

This is issued where there is an immediate risk of serious injury. The prohibition notice orders that the activity causing the risk be stopped. A prohibition notice normally takes immediate effect.

Investigations can also be undertaken by an inspector following an accident or ill health occurrence. Such an investigation is to determine if a breach of the legislation has taken place. As such, it is potentially a 'criminal' investigation.

6 Where can I get Safety, Health and Welfare at Work Documents?

All documents pertaining to SHWW legislation are available on the H.S.A. website at http://www.hsa.ie/eng/Your_Industry/Agriculture_Forestry/

Teagasc also has a farm health and safety micro-site at www.teagasc.ie





Section 5

Health & Safety on the Farm

by John McNamara

Introduction

Good Safety, Health, Welfare, at Work (SHWW) management needs to be integrated into the overall management of the farm. This has the potential to positively impact on farm business performance.

- ① What communication regarding Safety, Health and Welfare (SHWW) needs to occur between employer and employee?
- ② What insurance is required on farm?
- ③ What should you do if there is an accident?
- ④ What training for equipment operation on-farm needs to be provided?
- ⑤ What about the overall working health and safety environment on the farm?
- ⑥ What safety materials are required on the farm?

Health & Safety on the Farm

① What communication regarding Safety, Health and Welfare (SHWW) needs to occur between employer and employee?

Every employer must consult their employees and, employees have the right to make representations about SHWW at the workplace. The employer must consider the issue raised and take appropriate action, should this be deemed necessary.

Schedule SHWW consultation meetings at regular intervals e.g. weekly with the farmer keeping a log of the issues considered and actions taken.

Sample Health and Safety Action Log

Health and Safety Consultation Action Log		
Issue	Action Agreed	Date Implemented
<i>Faulty headgate in crush</i>	<i>Agreement to replace headgate</i>	<i>10/07/17</i>

② What Insurance is required on farm?

It is imperative that a farm has adequate insurance to cover all aspects of the farm business. Insurance is a means of transferring a risk to an insurance company by paying a fee. The principal forms of farm related insurance include: employer liability, vehicle insurance, public liability and personal accident. Where no, or inadequate, insurance is in place, a farmer's business and/or personal assets can be required to meet a successful claim.

A farmer employing workers should consult their insurance company on the extent and nature of the work undertaken by employees. Level of wages paid can be used as a benchmark for level of insurance required. Non-farming or work with particular risk e.g construction work should be disclosed to your insurers.

The terms of your insurance policy should be reviewed regularly and, at least annually, and any identified limitations or requirements should be implemented in full.

③ What must you do if there is an accident?

The first thing is to assist the injured person. Apply First Aid and, if necessary, call the emergency services using '999' or '112'. Use your Eircode to identify your location.

It is a legal requirement to notify the H.S.A. if a workplace accident prevents a person from performing the normal duties of their work for more than three calendar days, not including the date of the accident. Further information is available at: www.hsa.ie

④ What training for equipment operation on-farm needs to be provided?

Under SHWW legislation, an employer has a duty to ensure that all workers are competent to carry out the work assigned. Competence means that the person 'possesses sufficient training, experience and knowledge, appropriate to the work undertaken'. In practice, an employer must check that prospective employees have the competency attributes required for the vacancy to be filled. A farmer should make enquiries about a prospective employee's level of competence during the recruitment process and be satisfied that competencies are adequate. During a probation period, the farmer should observe the worker doing specific tasks to establish if the worker has the desired level of competency.

Where a 'competency gap' exists, this should be filled by training and instruction. A record should be kept of competency checks, training and employee instruction.

There is no legally required specific training to operate farm equipment within the farm. On public roads, Road Traffic legislation applies and further information can be obtained on the Road Safety Authority website at www.rsa.ie

⑤ What is the overall working health and safety environment on the farm?

All hazards need to be controlled. Buildings, facilities and equipment should be up-to-date and maintained to a safe standard. Work-time should be controlled and, the work performed needs to minimise heavy physical work and consider fatigue.

Inter-personal working relationships must be excellent. Work should be challenging, interesting and enjoyable.



6 What safety materials are required on the farm?

An employer must provide all materials required to comply with SHWW legislation. This includes Personal Protective Equipment (PPE) to protect against hazards.

On a dairy farm, this would include such items as gloves; coveralls, wellingtons, masks, milking apron, goggles and ear defenders. This list is not exhaustive and depends on the nature of the work being undertaken.

Before acquiring PPE, the employer needs to check the PPE to ensure that it meets the requirements of the farm. All equipment must have a 'CE' mark to ensure that it meets essential health and safety standards. however,

this does not provide a standard for a particular use. For example, 'ENs' – European Standards provide a technical standard for individual items of equipment.

It should be carefully noted that the provision of PPE should be considered as the last resort. Eliminating or controlling the hazard so that persons are not exposed is the first approach. For example, eliminating or reducing the levels of dust or spores at source before relying on PPE or another example might be "slurry gases", prevention of exposure is through having a lot of air movement e.g. a windy day, following a pre-defined safe operating procedure and never entering a confined space such as a slurry tank, even when empty.

Checklist for Health and Safety

	Yes/No
Have you completed a Risk Assessment/ Safety Statement for your farm?	
Have you completed the items in your "Action List" to ensure good SHWW standards?	
Have you made the Risk Assessment/ Safety Statement available to employees?	
Do you consult with employees and record and implement agreed actions?	
Do you update the Risk Assessment/ Safety Statement regularly?	
Have you emergency contact numbers (and Eircode) available on your farm?	
Do you use Safe Operating Procedures (SOP) on your farm?	
Do you make the Farmers' Health Booklet available to workers?	
Do you review the farm's insurance cover annually?	
Do you regularly check on the competency of your staff?	
Do you ensure that on-going SHWW training is provided to staff?	
Do you provide SHWW equipment to staff?	
Do you have an adequately stocked First Aid box available?	

APPENDIX A: Additional sources of information

- Citizens Information
 - www.citizensinformation.ie/en/employment/
- Dairy Australia
 - www.thepeopleindairy.org.au/engagement-reward/pay-rates.htm
- Dairy NZ
 - www.dairynz.co.nz/people/legal/salary-and-wages/
- Department of Social Welfare website
 - www.welfare.ie
- Health and safety Authority website
 - www.hsa.ie/
- Kellogg Rural Leadership Programme Reports, New Zealand
 - <http://www.kellogg.org.nz/alumni/projects/>
- Nutfield scholarship Reports
 - www.nuffieldinternational.org/live/Reports
- Pensions Authority website
 - www.pensionsauthority.ie
- Revenue Commissioners
 - www.revenue.ie
- Road Safety Authority website
 - www.rsa.ie
- Teagasc
 - www.teagasc.ie
- Workplace Relations Commission
 - <https://www.workplacerelations.ie>

APPENDIX B: Farm tasks – Before and after employing

Farm Tasks - Before and after a new employee

		Before Employing					After Employing					
		Farmer	Family	Other	Other	Contractor	Farmer	Family	Other	Other	Contractor	New employee
MILKING	Gather cows											
	Prepare milking machine											
	Prepare cows											
	Milk cows											
	Plant hygiene Wash down											
	Bulk tank washdown											
	Return cows to paddock											
	Milk weekdays am											
	Milk weekdays pm											
	Milk at weekends											
	Identify and treat mastitic cows											
	Decide when cows are dried											
	Dry off cows											
	Communication with co-op											
	Replacement of rubberware											
	GRASSLAND	Measure grass covers										
Input covers on package												
Decide on surplus to remove												
Decide on supplements to add												
Access grass covers												
Allocate 12 grazing												
Decide on post grazing residuals												
Plan grazing and silage area												
On/off grazing decisions												
Weed management control												
Fix water leaks												

APPENDIX C: Sample terms and conditions of employment (WRC)

TERMS OF EMPLOYMENT (INFORMATION) ACT, 1994 and 2001



SAMPLE WRITTEN STATEMENT OF TERMS OF EMPLOYMENT

This form may be used by employers for the purpose of providing an employee with a written statement of particulars of the terms of employment as required by the above Act.

IMPORTANT: Please refer to explanatory notes attached before completing the form.

This statement applies to (NAME OF EMPLOYEE) _____

(a) **NAME OF EMPLOYER**
(See Note 1) _____

(b) **ADDRESS OF EMPLOYER**
(See Note 2) _____

(c) **PLACE OF WORK**
(See Note 3) _____

(d) **JOB TITLE OR NATURE OF WORK**
(See Note 4) _____

(e) **DATE OF COMMENCEMENT OF EMPLOYMENT** _____

(f) (i) **IF TEMPORARY CONTRACT** (expected duration of _____
that temporary contract)

(ii) **IF FIXED TERM CONTRACT** (date when that _____
contract expires)

(If the space provided under any of the headings is insufficient, employers may include the relevant details in an Appendix to this statement.)

(g) **RATE OF REMUNERATION**
(See Note 5 and Note 6) _____

MINIMUM WAGE PAY REFERENCE PERIOD (period _____
used to calculate hourly rate of pay for the National Minimum
Wage Act 2000. Period cannot exceed one month) (See Note
6)

(g)(a) The employee may, under Section 23 of the National Minimum Wage Act 2000, request from the employer a written statement of the employee's average hourly rate of pay for any pay reference period falling within the previous 12 months as provided in that section.

(h) **PAY INTERVALS**
(weekly, monthly or otherwise) _____

(i) **HOURS OF WORK** (including overtime, rest breaks, and Rest Period Not Received) (See Note 7)

Normal start time _____

Normal finish time _____

Rest Periods

Employees are entitled to:

- A daily rest period of 11 consecutive hours per 24 hours. A weekly rest period of 24 consecutive hours per 7 days, following a daily rest period.
- A 15-minute break if working 4.5 hours
- A 30-minute break if working 6 hours

Payment for breaks is not a statutory entitlement. Some industries are covered by Registered Employment Agreements (REA's) and Employment Regulation Orders (ERO's), which may contain regulations regarding breaks.

Rest Period Not Received

Note for Employer

Outline procedure for employee to notify employer in writing that he/she has not received their entitlement as outlined above. This notification must be made within one week of an employee not availing of their entitlement. (See S.I. 473 of 2001)

(j) **PAID LEAVE** (other than sick leave) (See Note 8)

Annual Leave entitlement _____

Public Holiday entitlement _____

(k) (i). **INCAPACITY** **FOR**
WORK/SICKNESS/SICK PAY (See Note 9) _____

(ii). **PENSION AND PENSION SCHEMES**
(Requirement by law that an employer provides access to a Pension Scheme) (See Note 10) _____

(l) **PERIOD OF NOTICE TO BE GIVEN BEFORE TERMINATING EMPLOYMENT** (See Note 11)

(a) by employer to employee _____

(b) by employee to employer _____

(m) **RELEVANT COLLECTIVE AGREEMENTS**

(Employment Regulation Orders and Registered Employment Agreement) (See Note 12)

(n) **Applicable to Employees under 18 Years of Age** (See Note 14)

Copy of abstract of Protection of Young Persons (Employment) Act 1996 given to employee no later than one month after commencement. (PYP Leaflet)

(o) **GRIEVANCE AND DISCIPLINARY PROCEDURES** (See Note 15)

In relation to any changes in the particulars given above and employment outside the State, please see Note 13

Signed: _____
(Proprietor/Manager/Company Secretary/Personnel Manager)

Date: _____

NOTES FOR EMPLOYERS ON COMPLETING WRITTEN STATEMENT OF TERMS OF EMPLOYMENT OF AN EMPLOYEE

Note 1 – NAME OF EMPLOYER – Employers must state their full and correct name. In the case of a Limited Company, the name of the company as registered with the Companies Registration Office should be given.

Note 2 – ADDRESS OF EMPLOYER – A number of options are available under this heading. The intention is to ensure that the employee is given the full and accurate address of the employer. The options are as follows:

- The full address in the State
- The address of the principal place of the relevant business in the State; this could be appropriate in the case of a business which has a number of locations
- The address of the registered office, i.e. address of the company as registered with the Companies Registration Office.

Note 3 – PLACE OF WORK – Employers must state the place of work of the employee; if there is no fixed or main place of work, the employer must state the main place of business and state that the employee will be required or permitted to work in various locations.

Note 4 – JOB TITLE/NATURE OF WORK – Employers must state either the title of the job, e.g. general operative, accounts clerk, or nature of work, e.g. construction work, accounts work, etc.

Note 5 – IMPORTANT – Where employees are covered by an Employment Regulation Order or a Registered Employment Agreement, it is sufficient to refer the employee to the provisions of the relevant legislation, namely, an Employment Regulation Order, an employment agreement registered with the Labour Court, a collective agreement or a company handbook for the areas detailed in (g) to (l). However, copies of these documents must be made available.

Note 6 – RATE OF REMUNERATION/MEANS OF CALCULATING REMUNERATION – In addition to basic pay, this heading covers any other aspects of remuneration such as bonus, commission, productivity incentives, etc. (If the employer does not give details of the rate of remuneration, he/she must give details of the method of calculating the remuneration.) If appropriate, it could be stated that the rate is as set out in a specified Employment Regulation Order or Registered Employment Agreement.

The following payments are regarded as wages:

- Normal basic pay, as well as any overtime
- Shift allowances or other similar payments
- Any fee, bonus or commission
- Any holiday, sick or maternity pay
- Any other return of payment for work (whether made under the contract of employment or otherwise), and
- Any sum payable to an employee in lieu of notice of termination or employment.

The employer must indicate the pay reference period for the purposes of the National Minimum Wage Act, 2000. Also the employer must state that the employee may request from the employer a written statement of the employee's average hourly rate of pay for any reference period falling within the previous 12 months as provided in Section 23 of the Organisation of Working Time Act, 2000.

Note 7 – HOURS OF WORK – Employers must give details about the terms and conditions relating to hours of work including overtime; this should include arrangements in relation to length of normal working hours, Saturday/Sunday work, evening work, shift rotas or other such arrangements, as appropriate, and details of rest breaks and rest periods under the Organisation of Working Time Act, 1997.

Note 8 – PAID LEAVE – Employers must give details of any terms or conditions relating to paid leave (other than paid sick leave which is covered in Note 9 below); this should include any paid leave schemes that the employer operates, for example holidays, maternity, special leave, etc. and any arrangements that apply to such leave.

Note 9 – SICK LEAVE – Employers must state any terms and conditions that apply to an employee relating to incapacity for work or sickness/injury and paid sick leave, e.g. terms and conditions of sick pay schemes, reporting of

absences, production of medical certificates, rules relating to payment, etc. If this employment is covered by an ERO or REA then this should be stated.

Note 10 – PENSIONS – Employers must state the terms and conditions of any pension schemes and any arrangements relevant to pensions. Further information in relation to pensions can be obtained at www.pensionsboard.ie, telephone no. 01 613 1900, LoCall 1890 656565.

Note 11 – NOTICE – Employers must give details of the period of notice to be given by the employer and by the employee prior to the termination of the contract of employment. If it is not possible to indicate the period of notice when the written statement is given to an employee, the statement should clearly indicate the method for determining the period of notice. Where an employee has a statutory entitlement to notice under the terms of the Minimum Notice and Terms of Employment Act, 1973, this should be indicated.

Note 12 – COLLECTIVE AGREEMENTS – Employers must refer to any collective agreements which affect the employee's terms and conditions of employment. In the case of collective agreements to which the employer was not a party but which apply to the employment concerned, organisations which made the agreement should be indicated. An example would be a registered agreement concluded by certain employers and unions within a sector of activity but binding on all. EROs and REAs must be specified if they apply to the employment. This is in addition to the requirements to circulate or display copies of the agreements.

Note 13 – ADDITIONAL NOTES

CHANGES IN THE TERMS OF EMPLOYMENT

Employers should note that, where there are any changes to the particulars contained in the written statement, the nature and date of the change must be notified by the employer to the employee within one month of the change taking effect. In the case of changes as a result of an employee being assigned to employment outside the State for a period of not less than one month, the nature of the change must be notified before the employee's departure from the State. Changes to terms of employment must be agreed by both parties prior to those changes being implemented.

EMPLOYMENT OUTSIDE THE STATE

Employers should also note that, where an employee is assigned to employment outside the State for a period of not less than 1 month, an employer is required under section 4 of the Act to provide additional information relevant to the employment outside the State (see explanatory leaflet on the Act for further details). The additional information may be provided in an Appendix to this statement.

Note 14 – REST PERIOD NOT RECEIVED – Rests and intervals for work are provided for by section 12 of the Organisation of Working Time Act, 1997. Section 12(2) provides as follows: 'An employer shall not require an employee to work for a period of not more than 6 hours without allowing him or her a break of at least 30 minutes; such a break may include the break referred to in subsection (1)'.

A strict application of the foregoing would permit an employer to require an employee to work for six hours before giving him or her a break of at least 30 minutes. However, one also has to consider the nature of the work being done and the possible health and safety implications of allowing somebody to work for a relatively long time without a break. The example that is proposed by the correspondent in the attached query would certainly be deemed unacceptable from a health and safety point of view – regardless of the nature of the work being done.

The 15/30 minute break (as the case may be) which an employee is entitled to as a consequence of Section 12 cannot be postponed until the end of the working day; it must be given to the employee during the course of the working day. (See Section 12(4)) Furthermore, there is secondary legislation governing the provision of rest breaks in particular employments and which is often more prescriptive than the general provision contained in Section 12 of the Organisation of Working Time Act, 1997 (e.g. Organisation of Working Time (Breaks at Work for Shop Employees) Regulations (SI 1998 No.57); see also various Employment Regulation Orders.

Breaks are compulsory and employees may not waive their rights to them.

Note 15 – For General Information on Disciplinary Procedures please use the following link:

http://www.workplacerelations.ie/en/Good_Workplace_Relations/Grievance_and_Disciplinary_Procedures/

For General Information on Procedures for Addressing Bullying in the Workplace please use the following link:

http://www.workplacerelations.ie/en/Publications_Forms/Procedures_for_Addressng_Bullying_in_the_Workplace.pdf

Appendix D: Example of contract of employment for farm manager

[EMPLOYER'S NAME]
[EMPLOYEE'S NAME AND ADDRESS]
[] [] 2017
RE: Contract of Employment Farm Manager

Dear [EMPLOYEE'S NAME]

This document sets out the terms and conditions of your employment with [EMPLOYER'S NAME] and supersedes all previous arrangements or agreements whether oral or in writing between you and the Company in relation to the matters dealt with in it.

Commencement of employment

Your employer is [EMPLOYER'S NAME] (Company or we). Your employment with the Company commences on the [] [] 20[].

The first six months of your employment shall be a probationary period and your employment may be terminated during this period at any time on four weeks' prior notice. (The employee may also terminate during this period and must also give four weeks' prior notice).

During the probationary period there will be two formal performance assessments against agreed criteria. We may, at our discretion, extend this period for up to a further six months. During this probationary period your performance and suitability for continued employment will be monitored. At the end of your probationary period you will be informed in writing if you have successfully completed your probationary period.

You warrant that you are entitled to work in Ireland without any additional approvals and will notify the Company immediately if you cease to be so entitled at any time during your employment with the Company.

You shall not work for anyone else while you are employed by the Company unless this has been agreed to in writing by the Company.

Job title

You are employed as Farm Manager and report to [EMPLOYER'S NAME]. Your duties are the normal duties of a dairy farm manager and will include input on developmental aspects of the farm project, including infrastructural requirements and labour structures, while providing technical assistance to make the farm project a success. You will also be required to take part in the extension program of the farm.

Place of work

Your normal place of work is the [EMPLOYER'S NAME] farm near xxx or such other place that may be required from time to time this is linked to the operation of this farm.

Salary

Your salary will have 2 components; a base salary the specifics of which are referred to in 4.2 and a risk portion which is an additional €_____. Details of the "at risk" are referred to in 4.3.

Your salary is €_____ per year which shall accrue from day to day and be payable monthly in arrears on or about the 30th day of each month directly in to your bank or building society account. Payment of any bonus will be quarterly and be directly linked to the agreed scores from a formal performance assessment at that time. Your performance assessment will be against the agreed criteria

in the Performance Management document (appendix A).

Your salary will be reviewed annually and may be increased from time to time at the Company's discretion without affecting the other terms of your employment. There is no obligation to award an increase. There will be no review of the salary after notice has been given by either party to terminate your employment.

Hours of work

Farming can be highly seasonal and so the workload will also vary greatly through the year and will include minimal duties on rostered weekends. The annual hours worked will be approximately 2,400. You may be required to work such additional hours as may be necessary for the proper performance of your duties without extra remuneration.

Only essential work is to be done on weekends or on public holidays.

The farm manager has the authority to organise the day's work activities in a way that facilitates the proper operation of the farm.

Cell phone

The employer will supply a cell phone for business purposes only and the employer will pay for the rental and business calls. The employee will be responsible for all home landline telephone rental costs and calls.

Vehicle

The Farm Manager will be provided with a farm utility vehicle for use on farm business. The employer will pay all the costs of operating the vehicle. The farm manager will ensure that the vehicle is always operated in a safe and lawful manner and that proper maintenance is carried out.

Holidays

You are entitled to 28 days' holiday during each holiday year. You will be paid your normal basic remuneration during such holidays. The Company's holiday year runs between 1st January and 31st December. If your employment starts or finishes part way through the holiday year, your holiday entitlement during that year shall be calculated on a pro-rata basis rounded up to the nearest day.

In addition you are entitled to take nine days of public holiday in Ireland or a day in lieu where we require you to work on a public holiday. These are New Year's Day (Jan 1), St Patrick's Day (Mar 17), Easter Monday, The first Monday in May, June and August, the last Monday in October, Christmas day (Dec 25) and St Stephen's Day (Dec 26).

The employer expects that staff will use their annual leave in the year in which it is granted. Annual leave that is not used in the year it is granted will be forfeited unless carry over have been approved by the employee's manager. The maximum amount of leave that can be approved for carry forward from one year to the next is ten (10) days.

The employee agrees that annual leave is to be taken at a time that will not unreasonably impinge on the performance of his duties. The employee must receive written approval from his manager prior to taking annual leave.

On termination of employment you will be entitled to a payment in lieu of any untaken holiday at the rate of one day's pay for each day's holiday not taken. If you have taken more holidays than your accrued entitlement at the date your employment terminates, we shall be entitled to deduct from your final salary payment one day's pay for each excess day.

Sickness Absence

If you are absent from work for any reason, you must notify your manager of the reason for your absence as soon as possible but no later than 8am on the first day of absence and are required to have organised suitable replacement staff to undertake the duties needed to continue the operation of the dairy farm.

Any unauthorised absence must be properly explained and in the case of an absence of uncertain duration you must keep the Company informed on a daily basis until you have provided the Company with a medical certificate.

If you are absent from work due to sickness or injury which continues for more than two days you must provide the Company with a medical certificate on or before the third day of sickness or injury. Thereafter medical certificates must be provided to the Company to cover any continued absence.

Termination and notice period

After successful completion of your probationary period as provided the prior written notice required from you or the Company to terminate your employment shall be a minimum of three calendar months.

When an employee is rendered incapable of the proper performance of his/her responsibilities and duties required under this agreement, as a result of mental or physical illness or injury, then employer may terminate his employment by giving not less than one month's notice to the employee. Before taking this action the employer will ask the employee to undergo a medical examination by a registered medical practitioner nominated by the employer. The employer will meet the cost of the medical examination. The employer shall consider any reports or recommendations made available to the employer as a result of that examination and any other relevant medical reports or recommendations which may be given to the employer by or on behalf of the employee.

We shall be entitled to dismiss you at any time with one week's notice or payment in lieu of notice, if you are proven to have committed a serious breach of your obligations as an employee, or if you cease to be entitled to work in Ireland. A serious breach would be either, theft, fraud, cruelty to stock or abuse of staff.

Disciplinary and grievance procedures

If you wish to raise a grievance you may apply in writing to the [EMPLOYER'S NAME] in accordance with normal grievance procedure.

Redundancy

You will be entitled to statutory redundancy after two years of continuous employment amounting to two week's pay for each year of continuous service, plus one further week's pay.

Changes to your terms of employment

No change to this agreement or any of the terms in it will be effective or binding on either the employee or the employer unless the change is made in writing and both parties have signed.

Confidential information

You shall not use or disclose to any person outside of [EMPLOYER'S NAME] or members of the Farm Management team, either during or at any time after your employment with the Company any confidential information about the business or affairs of the Company or any of its business contacts, or about any other matters which may come to your knowledge in the course of your employment. For the purposes of this clause confidential information means any information or matter which is not in the public domain and which relates to the affairs of the Company or any of its business contacts. Please indicate your acceptance of these terms by signing and returning to me the attached copy of this letter.

Yours sincerely,

..... For and on behalf of [EMPLOYER'S NAME].....

I hereby confirm that I agree to the above terms

.....

.....

[EMPLOYEE]

(Date)

Notes: