**Sample Apprentice Employment Contract**

*DGA does not require a separate employment contract between Master and Apprentice, other than the materials your Ed Coordinator has you sign. This template is for your use if you desire to have an additional agreement that spells out the details of your Apprentice’s employment with you. Feel free to add or delete items to make the template fit your needs.*

|  |  |
| --- | --- |
| Entered into between: | |
| **Name and address of employer:** |  |
|  |
|  |
| (herein after referred to as “the employer” | |
|  |  |
| **Name and address of employee:** |  |
|  |
|  |
| (herein after referred to as “the employee” |  |

**1. Commencement**

This contract will begin on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (date) and continue until when the Apprenticeship is completed in two or more years or when terminated as set out in clause #4.

**2. Place of work (address): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**3. Job description:**

**Job title:** Apprentice

**Duties:** The Apprentice will be expected to perform any and all duties required by the employer with the goal of gaining skills in all categories of dairy farming competencies laid out in the Dairy Grazing Apprenticeship Training Guidelines. Additional duties will include: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**4. Probation period and termination**

The first six months of the Apprenticeship is considered a probation period. Assessment of performance and fit between employer and Apprentice will be conducted at the end of the probation period. During that time, and for the remainder of the Apprenticeship, this agreement may be terminated for just cause by either party with two weeks’ notice. DGA provides an appeal process in termination situations that may be used by either party if desired.

**5. Wages**

1. The Employee’s wages shall be paid in [cash/check] on the [last/first] day of the [week/month].
2. Starting wage: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ per [hour/week/month]
3. No less than $0.50 per hour or equivalent pay increase will be given every six months over the course of the two-year Apprenticeship (total of three increases). More than $0.50/hour may be offered, based on adequate performance and progress with learning.

Other in-kind compensation to be offered includes: \_[housing, milk, meat, heifer calves, etc.]\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**6. Hours of work**

1. The work on a dairy farm often involves long hours and weekend work. The employee will work for the farm on an as-needed basis. The work week is based on [40/45/50] hours, but may exceed this amount during busy times such as hay harvest or calving.
2. The employee will be given periodic breaks for rest and meals during the day.
3. The employee will be given at least one full day off per week, and additional time off will be negotiated as needed.
4. The employee will be given unpaid time off to take related instruction classes and attend educational activities that are required by the DGA program.
5. Policy on holidays, annual leave, sick leave, etc.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**7. Work clothing and supplies *(choose one or delete if not applicable)***

* The following work/protective clothing will be provided: [coveralls, aprons, rubber boots, gloves, etc.], or
* The employee is expected to provide his/her own [coveralls, aprons, rubber boots, gloves, etc.]

**8. Other conditions of employment or benefits**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**9. General**

Any changes to this agreement will only be valid if they are in writing and have been agreed on and signed by both parties. Additional work conditions and requirements are detailed in the employee handbook. By signing this agreement, the Apprentices acknowledges that he or she has read and agrees to abide by the Employee Handbook (if applicable).

***CONTRACT GOVERNED BY LAW***

This agreement and performance hereunder shall be construed in accordance with the laws of the State of [ ].

Agreed to and signed on this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Employer

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Apprentice