



Farmer – Worker Labour Agreement

Article 1: The parties

This agreement is between:

The employer.....(*Employer's first and surname*)

Place of residence (*location*): District:

Affiliated with the cooperative: Producer code:

Identity document (*nature and number*):

Telephone number:

Herein referred to as "the employer".

The worker..... (*Worker's first and surname*)

Date of Birth: Nationality: Region District.....

Identity document (*nature and number*):

Telephone number:.....

Herein referred to as "the worker".

NB: This contract only covers the worker mentioned, not their family. Each person who is expected to work will need their own contract.

Article 2: Terms and Conditions

By mutual agreement between the worker and the employer, the terms of the work to be conducted by the worker in the cocoa plantation of the employer have been defined in Articles 3 to 14.

Article 3: Farm details

The work to be done by the worker concerns cocoa farm(s) in

.....
(*address or details of location of the farm(s)*) with a total area of: acres.

Article 4: Duration of the agreement

This agreement is concluded for a period of(*number of months*) from.....(*date agreement starts*) to (*date agreement ends*).

At the end of this period, the worker and the employer together can decide to renew the contract, or the worker can leave the employer if they wish.

Article 5: Tasks

Under this agreement, the tasks to be performed by the worker are:

- 1-
- 2-
- 3-
- 4-
- 5-
- 6-
- 7-
- 8-
- 9-
- 10-

Article 6: Working days, hours and rest periods

The above tasks shall be performed by the worker for a total of(*number*) days per week.

The worker is expected to work for(*number*) hours per day between(*time*) to(*time*).

The worker shall be able to rest at his own convenience, for at least 30 minutes for every 8 hours worked, with at least 12 hours rest between days worked, and 2 days of rest every 7 days (including taboo days), unless otherwise agreed (please specify if a different arrangement is made).

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Article 7: Compensation

Monetary

In return for the work done, the worker shall be paid:

..... (*amount in GHS*) in (*specify format – cash, cheque etc.*), for every
..... (*specify number of days/weeks/months worked OR for a specific task OR the season*)
paid at the(*specify when the payment will be made – end of the day/week/month/season/when task completed*).

Other forms of compensation (if applicable)

The worker may be compensated:

- **With the crop coming from a defined portion of land.**
Specify the size and details of the piece of land:

And when the payment will be made: (e.g. after the main harvest or the small harvest)

- **With a proportion of the harvest.**

Specify the amount of the harvest that goes to the worker: (% of the harvest)

And when the payment will be made:(e.g. after the main harvest or the small harvest)

Any extra money that is awarded to the cooperative or farmer after the beans are sold following certification checks, must be shared with you.

The following will be given in addition to your salary (complete if applicable)

- Housing:
(specify conditions of lodging and if it is just for the worker or the worker and their family)
- Meals and clean water:.....
(specify how many and if it is for the worker or the worker and their family)
- Healthcare costs:.....
(specify up to what amount and if it is for the worker or the worker and their family. The employer must facilitate the enrolment of worker under the national health insurance).
- Transportation:
(specify type and if it is for the worker or the worker and their family)

The following costs will be deducted from your wages (complete if applicable)

- Housing:
(specify conditions of lodging and if it is just for the worker or the worker and their family)
- Meals and clean water:.....
(specify how many and if it is for the worker or the worker and their family)
- Healthcare costs:.....
(specify up to what amount and if it is for the worker or the worker and their family)
- Means of transportation:
(specify type and if it is for the worker or the worker and their family)

Your salary plus your additional benefits should be the same or more than the minimum wage according to the country’s law.

Article 8: Special Conditions

Please note here any special conditions that have not been covered elsewhere in the contract. All additions must be discussed and agreed upon in advance by the employer and the employee and if possible, by a witness.

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Article 9: The rights of the worker

As an employee, you have a number of rights. Make sure you understand them before you sign this contract.

- You have the right not to be intimidated with threats of physical violence by your employer or anyone working on behalf of your employer.
- You have the right to your identification documents. Your employer cannot take them and refuse to give them back.
- You have the right to understand your contract and your responsibilities.
- You have the right to freedom of association (to form a union or group to support your rights).
- You have the right to terminate this contract before the date stated in Article 4 (see conditions in Article 12).
- You have the right to say if you do not feel that this contract is being respected by your employer (see Article 11).
- You have the right to receive the equipment required to do the job – including protective equipment.

Article 10: The rights of the employer

- The employer has the right to end this contract if you are not performing your responsibilities as described, after three warnings. They will still need to pay you for the time you have worked.
- The employer has the right to end this contract if the worker does something very wrong, for example stealing cocoa beans
- The employer has the right to get the equipment back that was given to the worker to perform the tasks.
- The employer cannot take money out of your salary for normal wear and tear to the equipment.

Article 11: Conflict Resolution

In the event of non-compliance with any of the articles in this agreement, by either the worker or the employer, or any disagreement regarding its implementation, the parties will call on the witnesses to help find an agreement.

If the employer and the worker are not able to settle their disagreement within 30 calendar days, they may call upon the executives of the coop, the community leaders (including the assembly member), or relevant certification body or compliance program representatives, for help with an amicable settlement. If this fails, they may call upon the relevant district authorities or law enforcement agency to intervene.

Article 12: Contract Termination by the Employee

- This contract can be terminated by the employee at any time, if he/she has received threats or physical violence or any other form of intimidation from the employer or anyone working for the employer.
- This contract can be terminated by the employee with 2 weeks' notice with no reason.
- The contract may be terminated in the event of a situation or risk of forced labor.

The employee must be paid for any work provided up to the termination date.

Article 13: Contract Termination by the Employer

- This contract can be terminated by the employer if the employee has repeatedly (at least 3 times) failed to fulfil its articles.
- This contract can be terminated by the employer with 2 weeks' notice with no reason.
- The contract can be terminated by the employer in case of serious misconduct such as, confirmed theft of cocoa beans and other valuable.
- The contract can be terminated by the employer on the health ground if the worker cannot perform the tasks
- The contract can be terminated on mutual ground between the worker and the employer

The employee must be paid for any work provided up to the termination date.

Article 14: Certification

The parties certify that they have read and accepted in good conscience the content of this agreement.

Jurat: This contract was read and interpreted to the worker in the language they understand.

Name of Person who read the contract:.....Signature.....

The Employer

Name:

Date:

Signature:

The Worker

Name:

Date:

Signature:

Witness for the Employer

Name:

Date:

Signature:

Witness for the Worker

Name:

Date:

Signature:

Second Witness for the Employer

Name:

Date:

Signature:

Second Witness for the Worker

Name:

Date:

Signature: