

Parties:

Employer: Employer Name and ABN/ACN Employer Representative	Employee: Employee Name Employee Address
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We agree to vary the application of certain terms of the [Award Name] effective [date].

The Employer will pay an annual salary of \$[salary] in satisfaction of all of the following provisions of the award:

Any of the Modern award term(s) being varied:

- (i) clause 16—Minimum weekly wages; [insert how the award term/s will be varied]
- (ii) clause 19—Allowances; [insert how the award term/s will be varied]
- (iii) clauses 27, 28 and 29—Overtime and penalty rates; [insert how the award term/s will be varied] and
- (iv) clause 30.3 – Annual leave loading. [insert how the award term/s will be varied]

How the Agreement does not disadvantage the Employee in relation to Employee’s terms and Conditions of employment [specify how the employee is not being disadvantaged by the Agreement]

E.g The Employer will pay the Employee a gross weekly wage of \$650, which will mean the Employee will receive more than if the Employer paid the Employee for a 40 hour week as per the modern award.

This table shows the equivalent award payments which might have been made:

Award	Level	Min Weekly Wage	Min Hourly Rate	Allowances	Overtime / Penalty Rates	Leave Loading	WEEKLY TOTAL	ANNUAL TOTAL

We agree:

1. To vary the modern award in the way outlined above.
2. That we have not been subject to coercion or duress to make this agreement.
3. That the details outlined above are accurate.
4. That we can terminate this agreement at any time by agreement, or by one of us giving the other 4 weeks' written notice of termination.

<p>Employee:</p> <p>Employee Name</p> <p>.....</p> <p>Signed by Employee</p> <p>.....</p> <p>Date</p> <p>OR</p> <p>.....</p> <p>Signed by Employees Guardian / Parent</p> <p>.....</p> <p>Date</p>	<p>Employer:</p> <p>Authorised Employer Name</p> <p>Employer Position</p> <p>.....</p> <p>Signed by Employer Name</p> <p>.....</p> <p>Date</p>
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Note:

The Employer must give the Employee a copy of this agreement and keep the agreement as a time and wages record. You cannot make these agreements before 1 January 2010. They can only be made with existing employees. You cannot offer employment to a prospective employee on condition that they make this agreement.