

Date

Name

Address

Address

Email:

Dear Name

RE: VARIATION OF EMPLOYMENT CONTRACT

We refer to your contract of employment (**Employment Contract**) with **Insert Company Name (Employer)**. The parties have agreed to vary the Employment Contract on the terms and conditions set out in this document (**Variation Agreement**).

BACKGROUND

1. The parties have agreed to enter into this Variation Agreement to vary the Employment Contract on a voluntary basis.
2. The Variation Agreement is intended to operate on the basis that there is a downturn in meaningful work and other unforeseen challenges due to the COVID-19 virus and to avoid or reduce the need for redundancies across the Employer's workforce.
3. Upon expiry or termination of the Variation Agreement, it is intended that the Employment Contract will continue to operate on its former terms.

TERM

This Variation Agreement will commence operation on 1 April 2020 and continue for a maximum term expiring on **1 July 2020 (Maximum Term)**.

During the Maximum Term, the Employer may terminate the Variation Agreement.

At the end of the Maximum Term, the Variation Agreement will automatically terminate.

Upon termination or expiry of the Variation Agreement, the amendments set out in this Variation Agreement will cease to apply, the terms of the Employment Contract will continue to apply on the terms and conditions applicable prior to 1 April 2020.

The parties may elect to extend this Variation Agreement beyond the Maximum Term by agreement in writing.

CONDITIONS OF EMPLOYMENT

Salary

During the Maximum Term, your **annual full-time base salary/hourly rate of pay** will be reduced by **5%/10%/15% [select relevant %]** and your 9.5% superannuation contributions will be calculated on that reduced amount.

Hours of Work

During the Maximum Term, you agree to one day a week being processed as leave without pay. Alternatively, if you wish to have one day a week processed as annual leave during that period, you may do so provided you have sufficient accrued leave and subject to applicable legal requirements.

Please advise us whether you wish to take paid or unpaid leave for one day per week from 1 April 2020 and notify us if this preference changes at any stage during the Maximum Term.

Mobile Telephone

During the Maximum Term, you will continue to be provided with a mobile telephone. [delete if not relevant]

Other Benefits

During the Maximum Term, you will continue to be provided with insert as appropriate. [delete if not relevant]

Other Provisions

Unless expressly varied in this Variation Agreement, all other provisions contained in the Employment Contract and the obligations of the parties remain in force.

Acceptance

Please confirm your acceptance of these varied terms and conditions by signing a copy of this Variation Agreement in the space provided and return it as soon as possible.

Yours sincerely,

NAME
Director

I,, accept the terms and conditions set out in this Variation Agreement.

Acceptance: _____ Date _____
(Signature)

Print Name: _____