

[INSERT DATE]

INDIVIDUAL FLEXIBILITY AGREEMENT PROPOSAL

Dear [INSERT NAME OF EMPLOYEE]

[INSERT NAME OF EMPLOYER] proposes that you enter an Individual Flexibility Agreement (IFA) under clause 7 of the [INSERT NAME OF MODERN AWARD] (the Award), which, if agreed between the parties, would vary your terms and conditions of employment under the Award.

As a [INSERT THE EMPLOYEE'S POSITION], ([INSERT EMPLOYEE'S AWARD CLASSIFICATION LEVEL]), [SET OUT CURRENT CONDITIONS OF EMPLOYMENT UNDER THE AWARD]

For example:

As an Experienced Technician, (Live Performance Employee Level 5, Production and Support Staff Level 5), your minimum weekly rate of pay under clause 13.2 is \$834.30 for 38 ordinary hours of work a week as provided in clause 45.1(a). Under clause 47.1 you are entitled to receive overtime calculated to the nearest quarter of an hour for all work performed in excess of 38 ordinary hours per week.

It is proposed that the IFA vary the following terms and conditions of your employment:

[LIST THE CLAUSES THAT WILL BE VARIED AND HOW THEY WILL BE VARIED]

For example:

1. It is proposed that clauses 13.2 and 45.1(a) be varied so that your base rate of pay is \$950.00 per week for 40 ordinary hours of work.
2. It is proposed that clause 47.5(a) be varied so that instead of being paid overtime:
 - a. you will accrue time off in lieu of overtime at the rate of one hour for each hour worked in excess of 40 hours per week;
 - b. time off in lieu of overtime would be taken at a time mutually agreed between you and your Employer;
 - c. accrued time off in lieu of overtime must be taken within a year of accruing; and
 - d. accrued time off in lieu of overtime will not be paid out upon your resignation or termination from the company.

This proposed IFA would leave you better off overall for the following reasons:

[SET OUT REASONS WHY THE EMPLOYEE WILL BE BETTER OFF OVERALL UNDER THE IFA THAN UNDER THE AWARD]

For example:

- Although your ordinary hours of work would be increased to 40 hours per week, under the provisions of the Award you would be entitled to time and a half for the first two hours over 38. As your base Award weekly rate of pay is \$834.30, you would be entitled to a total of \$900.18 (inclusive of two hours at the time and a half rate of \$32.94). Under the proposed IFA, you would receive \$950.00 for the working 40 ordinary weekly hours, which is \$49.82 higher and would result in higher superannuation contributions being made on your behalf as it would count as ordinary time earnings. Overtime penalties do not count as ordinary time earnings for superannuation purposes.
- In addition, you would be entitled to time off in lieu of overtime if you work more than 40 hours in a week. This would provide you with greater flexibility and you could accrue additional time off and take it at a time that suits both you and the employer, for instance for a long weekend or in addition to your annual leave entitlements.

You are free to remain employed on the terms and conditions of the Award. However, for the reasons outlined above, we believe that you would be better off overall in your employment if you entered into this IFA. If you accept the terms and conditions of this IFA, please indicate your acceptance by signing below. The IFA will commence to operate on the date that is signed by both parties. In accordance with the Award, the IFA may be terminated:

- i) by the employer or the individual employee giving thirteen (13) weeks' notice of termination, in writing, to the other party. The agreement will cease to operate at the end of the notice period;
or
- ii) at any time, by written agreement between the employer and the individual employee.

In the event that either party terminates the IFA, the terms and conditions of your employment will revert to that provided for by the applicable provisions of the Award and your contract of employment.

SIGNED for and on behalf of

[INSERT NAME OF EMPLOYER] by

X.

[INSERT NAME OF EMPLOYER'S REPRESENTATIVE/SIGNATORY]

Date: [INSERT DATE SIGNED BY EMPLOYER'S REPRESENTATIVE/SIGNATORY]

I acknowledge and declare that I have read and fully understand the terms and conditions contained in this letter of offer and hereby accept them.

Furthermore I declare that I enter into this Agreement of my own free will and volition and that **[INSERT NAME OF EMPLOYER]** has not made acceptance of the terms of this letter a condition of my employment.

X.

Signature of [INSERT NAME OF EMPLOYEE]

Date: [INSERT DATE SIGNED BY EMPLOYEE]

X.

Signature of witness

[INSERT NAME OF WITNESS]

Date: [INSERT DATE SIGNED BY THE WITNESS]