

SUGGESTED SPECIAL CONDITIONS FOR EMPLOYMENT AGREEMENTS
(For commission-only Salespeople where the Employer is a trading corporation and subject to the WorkChoices legislation.)

The Salesperson's employment on commission-only is subject to certain guaranteed minimum conditions imposed by the WorkChoices legislation. As a result, amendments to a currently-registered Employment Agreement have been agreed between the parties whose signatures appear hereon:

1. **Guaranteed Minimum Wage.** The Employee is guaranteed the minimum wage set from time to time by the Australian Fair Pay Commission for each hour worked. Such guaranteed wage shall be set off against commission earnings.
2. Accordingly, the Employee's nominal working hours shall be 38 per week to be worked from AM to PM from Monday to Friday and from AM to PM on Saturday and/or Sunday. The Employee may be requested or directed to work reasonable additional hours, but any such additional hours must first be approved by the Employer, otherwise no additional hours will be paid for.
3. The guaranteed minimum wage shall be set off against commission earnings and shall be monitored on a monthly/quarterly basis. In this regard, the nominal hours of work shall be averaged over a 12 month period.
4. The Employee is required to record daily times of starting and ceasing work, including lunch breaks and any other absences from work for whatever reason, including times when on leave of any kind. Time sheets for this purpose are provided by the Employer and are to be returned completed to the Employer's representative by the close of business on each [nominate day of week].
5. The Employee is entitled to 4 weeks paid annual leave for each completed year of employment. Such payment shall be set off against commission earnings.
6. The Employee is entitled to 10 days paid personal leave (which includes sick leave) for each completed year of employment. Such payment shall be set off against commission earnings.
7. The Employee is entitled to 2 days paid compassionate leave on each occasion where the Employee is required to care for a member of the Employee's immediate family who has a life-threatening illness or injury, or where such family member dies. Such payment shall also be set off against commission earnings.

The parties whose signatures appear hereon agree that this document shall become part of the Employment Agreement registered between them.

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Name of Employer

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Signature

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Date

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Name of Employee

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Signature

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Date