

From: Ralph Clarke [mailto:clarker@bigpond.net.au]  
Sent: Monday, 30 May 2016 2:32 PM  
To: Chambers - Ross J  
Cc: 'greg'; 'Arvin Bisbal'; 'Henry Lewocki'; 'Tom French'; bsiebenhausen@reea.org.au; aklimovics@siag.com.au; peter@kuhne.com.au; Stephen.Farrell@cciwa.com  
Subject: Emailing: Heads Of Agreement - G 001

Dear Associate

I am attaching a supplementary amendment to the Association's Amended application to vary the abovementioned award. It relates to Paragraph 6 of RRESSA's amended application - clause 18 Allowances.

After discussion with the Real Estate Employer's Federation (REEF) it would appear more accurate to describe the attached amendment, ( Schedule G of the Heads of Agreement - HOA), as being a compromise, agreed to by all parties to the HOA, directly arising from RRESSA's original application, rather than as an amendment proposed by REEF. (The amended RRESSA application refers to it as being proposed by REEF). The practical difference is nil, however REEF believed it more appropriate that RRESSA submit the amended clause 18 rather than themselves, given the factual context of the origin of the proposed new clause 18.

A copy of this email and attachment have been forwarded to all major industry stakeholders for their information.

Regards

Ralph Clarke

Agent for

The Registered Salespersons Association of SA

## SCHEDULE G

Delete existing clause 18.6 – Mobile Telephone Allowance and replace with the following:

### **"18.6 Mobile Telephone Allowance**

- (a) *Where the employer requires the employee to use the employee's own mobile phone in the course of employment and:*
- (i) *the mobile telephone is provided under a mobile phone plan from a telecommunications provider, the employer and employee must agree in writing on the amount of reasonable reimbursement payable by the employer to the employee for the use of the employee's mobile phone in the course of employment provided that such reimbursement must be no less than 50% of the cost of the employee's monthly mobile phone plan, up to maximum monthly mobile phone plan of \$100; or*
  - (ii) *the mobile phone is a pre-paid mobile phone, the employer and employee must agree in writing on the amount of reasonable reimbursement payable by the employer to the employee for the use of the employee's pre-paid mobile phone.*
- (b) *Without limiting an agreed method of payment for reimbursement, an employee's salary in excess of the minimum weekly wage may be inclusive of reimbursement providing the reimbursement component of the salary is identified in the agreement.*
- (c) *The mobile phone allowance under (a) above is payable during the entire period of employment, except when the employee is on any period of leave either paid or unpaid.*
- (d) *If requested, the employee must provide the employer with a copy of the mobile phone plan associated with the mobile telephone to be used by the employee in the course of employment.*
- (e) *If the employee enters into a new mobile phone plan or arrangement with a telecommunications provider entitling the employee to a different allowance under this sub-clause, the new allowance will become payable from the first full pay period after the date the employee provides the employer with a true copy of the new mobile phone plan."*