



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Everton Park Property Partners Pty Ltd T/A Ray White Everton Park
(AG2024/735)

EVERTON PARK PARTNERS PTY LTD ENTERPRISE AGREEMENT 2024

Real estate industry

DEPUTY PRESIDENT DOBSON

BRISBANE, 2 APRIL 2024

Application for approval of the Everton Park Partners Pty Ltd Enterprise Agreement 2024

[1] An application has been made for approval of an enterprise agreement known as the *Everton Park Partners Pty Ltd Enterprise Agreement 2024* (**the Agreement**). The Application was made pursuant to s.185 of the *Fair Work Act 2009* (**the Act**). It has been made by Everton Park Property Partners Pty Ltd T/A Ray White Everton Park (**the Applicant**). The Agreement is a single enterprise agreement.

[2] The Notice of Employee Representational Rights (NERR) distributed to employees appears to have a different name for the Agreement to that which was eventually made. However, I am satisfied that the Agreement would have been genuinely agreed to but for the minor procedural departure from the prescribed form requirements of the NERR under s.174(1A) of the Act and that the employees covered by the Agreement were not likely to have been disadvantaged by this. Accordingly, I exercise the discretion conferred by s.188(5) of the Act.¹

[3] The Applicant has provided written undertakings. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

[4] The views of each person who the Fair Work Commission knows is a bargaining representative for the Agreement have been sought in relation to the Undertakings.

[5] Pursuant to s.190(3) of the Act, I accept the undertakings.

¹ *Huntsman Chemical Company Australia Pty Limited T/A RMAX Rigid Cellular Plastics & Others* [2019] FWCFCB 318 [117].

[6] Subject to the undertakings referred to above, having regard to the Statement of Principles,² on the basis of the material contained in the application and accompanying declarations, I am satisfied that each requirement of ss186, 187 and 188 as are relevant to this application for approval have been met. The undertakings are taken to be a term of the Agreement.

[7] Noting the undertakings provided, the precedence term at clause 1.3.3 and on the basis of the materials before the Commission, I am satisfied that the more beneficial entitlements of the NES in the Act will prevail where there is an inconsistency between the Agreement and the NES.

[8] The Agreement is approved and will operate in accordance with s.54 of the Act. The nominal expiry date of the Agreement is 1 April 2028.



DEPUTY PRESIDENT

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<AE524053 PR772986>

² Fair Work (Statement of Principles on Genuine Agreement) Instrument 2023.

The logo for RayWhite, featuring a square with a fine, grid-like texture. The word "RayWhite" is written in a bold, sans-serif font across the center of the square.

RayWhite

**Everton Park Property Partners Pty Ltd
Enterprise Agreement
2024**

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of this agreement.

**EVERTON PARK PROPERTY PARTNERS PTY LTD
ENTERPRISE AGREEMENT 2024**

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PART 1 - PREAMBLE

1.1 Title

- 1.1.1 This Agreement shall be known as the Everton Park Partners Pty Ltd Enterprise Agreement 2024.

1.2 Scope of Agreement

This Agreement shall apply to Everton Park Property Partners Pty Ltd T/A Ray White Everton Park (ABN 34 665 985 277) and Employees of Everton Park Property Partners Pty Ltd employed within the classifications in Appendix 2 excluding managerial employees.

- 1.2.1 Specifically, this Agreement applies to the following categories of Employees:

(a) Real Estate Employee Level 1:

(Property Sales Associates & Property Management Associates)

(b) Real Estate Employee Level 2:

(Property Sales Representatives & Property Management Representatives)

(c) Real Estate Employee Level 3:

(Property Sales Department Supervisors & Property Management Department Supervisors)

(d) Real Estate Employee Level 4:

(General Manager, Operations Manager & Licensee in charge)

(e) Commission only Salesperson.

(f) Clerks Levels 1 -5.

- 1.2.2 This Agreement applies to Employees of the Employer who are employed within its operations in the classifications contained in this Agreement.

1.3 Operation of Agreement

- 1.3.1 This Agreement shall cover all terms and conditions of the Employees' employment.

- 1.3.2 This Agreement operates to the exclusion of the *Real Estate Industry Award 2020* and the *Clerks – Private Sector Award 2020* which would otherwise apply to the Employees and any other Modern Award, Award or Agreement which might otherwise apply to the Employees.

- 1.3.3 "This Agreement will be read and interpreted in conjunction with the National Employment Standards provided that where there is any inconsistency, more generous entitlements under the NES will prevail over provisions in an agreement.

- 1.3.4 Employees engaged as at the time this Agreement commences operation will not suffer a reduction in their terms and conditions of employment as a result of the operation of this Agreement.

1.4 Period of Operation

- 1.4.1 This Agreement shall commence operation 7 days after approval by the Fair Work Commission ('FWC') in accordance with the *Fair Work Act 2009* (Cth).
- 1.4.2 This Agreement has a nominal expiry date of 4 years from the day on which FWC approves the Agreement.

1.5 Variation provisions

- 1.5.1 Any variation to this Enterprise agreement shall be subject to the provisions of the Fair Work Act 2009.
- 1.5.2 Any subsequent agreement to vary the written agreements regarding commission, bonus or incentive payment arrangements as per Clauses 2.3.1, 2.4.2, 2.5.2 and 3.9.1 must be formalised in writing between the employer and the employee.

1.6 No Further Claims

- 1.6.1 This Agreement constitutes a closed Agreement in settlement of all industrial matters. The parties undertake that there will be no further claims or action in respect of any industrial matter during the operation of this Agreement.
- 1.6.2 Notwithstanding clause 1.6.1, if a variation is required to be made to this Agreement it must be approved by the parties in accordance with the *Fair Work Act 2009* (Cth).

PART 2 - SALES STAFF

2.1 Definitions

- 2.1.1 **"Principal Contribution"** means the contribution that the Employer will provide to the expenditure on consumables made on behalf of or attributed to a Salesperson.
- 2.1.2 **"Salesperson Contribution"** means the contributions made by the Salesperson to consumables in excess of the Principal Contribution.
- 2.1.3 **"Consumables"** means property advertising and Salesperson promotion and other items as set out in the Employer's Policies and Procedures Manual (as amended from time to time).
- 2.1.4 **"New Salesperson"** means a full time or part time Salesperson not previously engaged by the Employer on any other terms and conditions of employment and includes a casual salesperson transferring to a full time or part time position.
- 2.1.5 **"Salesperson"** means a full time, part time or casual employee principally engaged in the listing, sale, auction, tender, purchase and/or leasing of real property and who is either remunerated on a commission only basis or by way of salary plus commission.
- 2.1.6 **"Gross Salesperson Commission"** shall mean the amount of commission attributable to the salesperson after the commission split percentages are applied and will be calculated at an agreed percentage of 90% of Gross Office Commission.
- 2.1.7 **"Gross commission to the office"** shall mean the amount of commission in respect of a completed transaction that has been unconditionally paid to the employer for its services excluding GST and conjunctional agent fees.
- 2.1.8 **"Listing management"** shall mean the processes of marketing, conducting open homes, submitting offers, negotiating and relationship building, and providing feedback to the vendor.
- 2.1.9 **"Selling"** shall mean the processes of introducing the buyer, preparing offers, negotiating, closing and managing the sale to settlement, conducting after sale inspections on behalf of the buyer and building the relationship with the buyer.
- 2.1.10 **"Minimum income threshold" ("MITA")** means that for the purpose of entering into commission-only employment, the MITA has been achieved if the employee can establish that in any consecutive 12 month period in the 3 years immediately preceding entering into the commission only agreement, the employee received annual remuneration (including any commission or bonus payments) at least equal to 125% of the employee's classification rate as specified in this agreement, calculated as an annual amount, excluding statutory superannuation. based on the minimum weekly wage for the employee's classification.
- 2.1.11 **"Retainer Payments"** means the guaranteed base rate of pay and other non-commission related payments actually received by the salesperson for each month. They include but are not limited to annual leave, public holiday leave, long service leave (if applicable), personal / carers leave, any allowances, any penalties, superannuation, salary sacrifice amounts, and salesperson contribution to consumables.
- 2.1.12 **"Specifically directed"** for the purpose of this agreement means that the employee was given an express instruction to perform work in excess of the hours prescribed under Clauses 2.10.2 and 3.2.3.

2.1.12 **“Family and domestic violence”** means violent, threatening or other abusive behaviour by a family member of an employee that seeks to coerce or control the employee and that causes them harm or to be fearful.

2.1.13 **“Family member”** means:

- (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
- (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; or
- (iii) a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.

2.2 Employment

2.2.1 The Employer will employ the Employees on a permanent, part time or casual basis. However, no Commission Only Salesperson will be employed on a part time or casual basis.

2.2.2 Employees shall be advised on engagement of their classification, status and remuneration.

2.3 Salespersons - Commission Only

2.3.1 In order to qualify as a Commission Only Property Salesperson, an employee must:

- (a) Agree in writing; and
- (b) Be engaged as a real estate agent; and
- (c) The Employee has been issued with a real estate agent’s licence or is registered or permitted to perform the duties of a real estate salesperson under the relevant real estate law of the applicable State or Territory; and
- (d) In any consecutive 12-month period in the 3 years immediately preceding entering into the commission only agreement, the employee had met the minimum income threshold as defined in Clause 2.1.10. Provided that, the MITA will not have to be achieved in circumstances where the employee has operated his or her own real estate business within the last 3 years.
- (e) Continue to meet the minimum income threshold as defined in Clause 2.1.10 annually after an annual review to establish gross income and compliance with the MITA as defined in Clause 2.1.10.
- (f) For employees on commission-only arrangements the review must occur no later than 12 months from the date those arrangements were entered into. Where the review establishes that the gross income of a commission only employee for the year under review is less than the MITA as provided in clause 2.1.10, the commission-only arrangement must cease.
- (g) Where a commission-only employee has ceased to be employed on a commission only arrangement because of the operation of clause 2.3.1(d), the three year period for the purpose of assessing whether the employee has achieved the MITA for the purposes of entering into further commission-only arrangements, commences from the date the employee ceased to be a commission-only employee.

- 2.3.2 A Commission Only Property Salesperson must not:
- (a) Be under 21 years of age; or
 - (b) Be engaged as a casual employee; or
 - (c) Be subject to any training arrangements.
- 2.3.3 The Employer is entitled to rely on any data supplied by the Employee from any past employer for the purpose of determining if the minimum income threshold has been achieved, provided that the employee provides the employer with a statutory declaration about the accuracy of such data.
- 2.3.4 A person may only be a commission-only employee when the employee has agreed in writing with the employer to be remunerated on a commission-only basis and has entered into a written agreement (commission-only agreement) with the employer that sets out the basis upon which the entitlement to commission will be calculated.
- 2.3.5 Where an Employee has entered into a commission only written agreement that provides a commission percentage greater than 31.5%, the commission percentage shall include payment for all NES entitlements including annual leave, annual leave loading, personal leave, compassionate leave, long service leave, payment for public holidays (if directed to work by the Employer), payment for all ordinary hours and reasonable additional hours and any notice in lieu payment in the event of termination.
- 2.3.6 Payment for these leave entitlements may be either in advance or in arrears.
- 2.3.7 A Commission Only Property Salesperson will be paid at least 31.5 percent of the Employer's net commission resulting from a completed sales transaction. In addition to the 31.5 percent commission specified in this clause, a Commission Only Property Salesperson shall receive as part of their remuneration a commission component no less than the equivalent of the NES entitlements included in clause 2.3.5 as compensation for payment in advance or arrears of these entitlements.
- 2.3.8 Should a Commission Only Employee's commission earnings be insufficient to cover their NES entitlements, then the employer guarantees to pay to the employee any shortfall in monetary value.
- 2.3.9 Subject to the provisions of clause 2.3.5 the Employee is entitled to paid Annual Leave, Annual Leave loading, Personal Leave, Compassionate Leave and Long Service Leave. The Employee may request for all NES entitlements to be made in arrears or in advance. The payment of NES entitlements in arrears will be managed by the Employer making payment at the time leave is taken and the Employer shall pay the Commission only employee' annual or personal leave at the time of taking the leave and
- (i) Offset all amounts paid to the Employee from the percentage commission greater than 31.5%; or
 - (ii) The Employee shall authorise the Employer to withhold a commission percentage to an amount equal to the Employee's entitlement to annual or personal leave from the percentage commission greater than 31.5%.
 - (iii) The base rate of pay in relation to entitlements under the NES for an employee, who is paid on a commission-only basis, is the minimum wage as set out in Part 2 of Appendix 1 for Real Estate Employee Level 2 (Representative Level).

- 2.3.10 The Employer may (at the Employer's absolute and sole discretion) provide an Employee with an advance against commission to be earned, on a basis to be mutually agreed.
- 2.3.11 The parties agree that the payment of any advance under clause 2.3.10 shall not, in any way whatsoever constitute or be construed in any way to be a wage or salary.
- 2.3.12 Commission only employees are not entitled to the following entitlements.
- (a) Any allowance (including motor vehicle/mobile phone).
 - (b) Annual leave loading.
 - (c) Overtime.

2.4 Salespersons Salary plus Incentive Commission

- 2.4.1 A wage of not less than the wage specified in with Part 2 of Appendix 1 plus superannuation in accordance with the *Superannuation Guarantee (Administration) Act 1992* shall be paid to salespersons on a salary plus commission.
- 2.4.2 In addition to the wage specified in accordance with Part 2 of Appendix 1, the Employees will be entitled to an Incentive Commission. Where the employer and the employee agree that, then any method of calculation or any formula for calculating the amount of commission that will be payable to the employee must be evidenced in a written agreement between the employer and the employee.
- 2.4.3 By written agreement with the employee, any car allowance payable to the employee may be treated as a debit on the employee's account for this additional commission payment as per Clause 2.4.2.

2.5 Salesperson Debit/Credit Offset

- 2.5.1 A wage of not less than the wage specified in with Part 2 of Appendix 1 plus superannuation in accordance with the *Superannuation Guarantee (Administration) Act 1992* shall be paid to salespersons on a salary plus commission.
- 2.5.2 In addition to the wage specified in accordance with Part 2 of Appendix 1, the Employees will be entitled to an Incentive Commission. Where the employer and the employee agree that, then any method of calculation or any formula for calculating the amount of commission that will be payable to the employee must be evidenced in a written agreement between the employer and the employee.
- 2.5.3 The salesperson will be entitled to payment of commission provided that the Salesperson Commissions exceed the amount of Retainer Payments to the salesperson. The entitlement to commission will be for the amount in excess of the Retainer Payments plus any Debit Balance.
- 2.5.4 If the amount of the Retainer Payments exceeds the amount of the Salespersons Commission, the amount of the difference is the Debit Balance. Any Debit Balance at the end of each month will be carried forward to the following month. Debit Balances will accumulate.
- 2.5.5 The salesperson will receive a statement of their Debit Balance with all relevant details at least once a month.
- 2.5.6 Subject to the provisions of Clause 2.5.3, the Employer will pay the Incentive Commission to an Employee no later than fourteen days after the Employer has received cleared funds from its client for the transaction(s), unless the Employee requests payment at a later time.

- 2.5.7 By written agreement with the employee, any car allowance payable to the employee may be treated as a debit on the employee's account for this additional commission payment as per Clause 2.5.2.

2.6 General terms applicable to Sales Staff

- 2.6.1 In the situation where:

- (a) Two or more Employees are separately responsible for different components of a sales or commercial leasing transaction; and
- (b) The Employee portion of the Employer's net commission is to be split amongst the Employees according to the component(s) for which the particular Employee was responsible,

any commission-only Employee responsible for one or more component(s) is entitled to at least the minimum commission-only rate proportionate to the value of each component.

- 2.6.2 Any monies advanced to the Employee by the Employer and any other amounts owed by the Employee to the Employer may be off set against any monies owing to the Employee at the date of termination. Any deduction must be agreed in writing (and signed by the employee) stipulating the amount to be deducted and deductions will be consistent with the provisions of s. 325 and Regulation 2.12 of the Fair Work Act 2009.

- 2.6.3 No Employee will withhold any listing from the Employer and will not offer any property to any prospective buyer which is not listed by or through the Employer. When an Employee obtains a property listing, the Employee will ensure that a listing authority is executed by the prospective seller. The Employer is not obliged to list the property until the Employer has received from an Employee both the listing form and the authority to sell executed by the seller.

- 2.6.4 After an employee's employment ends, the employee is entitled to be credited with a portion of the commission paid to the employer, incentive payments or bonuses calculated in accordance with a written agreement, for any transaction where:

- (i) there was an existing legally-enforceable contract either:
 - before the cessation of the employee's employment;
 - if the employer gave notice to the employee, during the notice period; or
 - if the employer asked the employee to waive the notice period and the employee agrees, during the notice period to which the employee would have been otherwise entitled; and
- (ii) the employer is paid commission by the client in respect of the existing legally-enforceable contract referred to in Clause 2.6.4(i), and
- (iii) the commission payment referred to in clause 2.6.4(ii) is cleared into the employer's bank account.

- 2.6.5 Unless the written agreement specifies otherwise, the portion of the commission referred to in clause 2.6.4 must be the same as that with which the employee would have been entitled to be credited if employment had continued.

- 2.6.6 Where there is a dispute between the employer and the employee as to whether all or any part of the commission is due to an employee or wages with commission, bonus or incentive payments or Commission-only employment, the matter will be dealt with in accordance the Dispute resolution provisions of this agreement.

2.7 Sales Targets and Performance Targets

- 2.7.1 Salespersons are expected to achieve set targets that include but are not limited to sales commissions, appraisals, listings, listing presentations, new signs, listing bank, vendor paid advertising and sales results as set out by Management from time to time. Targets will be reviewed from time to time to reflect realistic property market changes.
- 2.7.2 Notwithstanding the provisions of clause 2.7.1, any other targets set by the Employer from time to time.

2.8 Motor Vehicle Allowance

- 2.8.1 Salespersons (excluding Commission only employees) are to provide and maintain at his/her expense a registered and insured motor vehicle in good mechanical condition. The motor vehicle must be comprehensively insured to cover all risks associated with the Employee's use of the motor vehicle in the course of his/her employment.
- 2.8.2 Where the Employer requires a Property Manager to use the Employee's own motor vehicle the Employer in the course of employment the Employer and Employee will agree in writing on a method of payment for reimbursement of the costs of using that motor vehicle in the course of their employment.
- 2.8.3 The agreement made in accordance with Clause 2.8.2 must be reasonable when considering the employee's use of their own motor vehicle for work-related duties.
- 2.8.4 Until such time as a written agreement is in force the Employee will be entitled to a \$0.95 per kilometre allowance for all use of the employee's own motor vehicle in the course of employment and will be limited to a maximum of 400 kilometres per week.
- 2.8.5 Where the employee claims the motor vehicle allowance under this clause, the employee must keep a record of all such usage which will show:
- (a) the date and odometer reading of the first such usage of the motor vehicle at the commencement of the log book;
 - (b) the date and commencement and final odometer reading for each day on which the allowance is claimed;
 - (c) total business kilometres each day;
 - (d) the purpose of each usage; and
 - (e) the signature of the employee, certifying the usage.

2.9 Mobile Phones

- 2.9.1 Where the Employer requires a Salesperson to use the Employee's own mobile phone in the course of employment the Employer and Employee must,
- (a) upon commencement of employment, agree in writing on a method of payment for reimbursement of the costs of using that mobile phone in the course of their employment provided that such reimbursement must not be less than 50% of the cost of the employee's monthly mobile phone plan, up to a maximum monthly phone plan of \$100; or

- (b) 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.

- 2.9.2 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.
- 2.9.3 Without limiting an agreed method of payment for reimbursement, an employee's salary or wage in excess of the minimum weekly wage may be inclusive of reimbursement providing the reimbursement component of the salary is identified.
- 2.9.4 The Employer and the Employee may elect by a separate written agreement to offset the mobile phone usage against any commission, bonus or incentive bonus payment entitlements.
- 2.9.5 The agreement made in accordance with clauses 2.9.1, 2.9.2 and 2.9.3 must be reasonable when considering the Employee's use of their mobile telephone for work-related duties.
- 2.9.6 If a written agreement is not made as prescribed in clauses 2.9.1, 2.9.2 and 2.9.3 and use of a mobile telephone is a requirement of the position, the Employer must cover all the costs of ownership, network access, maintenance and payment of work-related accounts for this telephone.
- 2.9.7 The mobile phone allowance is payable during the entire period of employment, except when the Employee is on leave.
- 2.9.8 A Commission Only Salesperson is not entitled to a mobile phone allowance.

2.10 Hours of Work

- 2.10.1 Property Salespersons' ordinary hours of work will be 38 per week and may be worked on any day of the week.
- 2.10.2 A Property Salesperson, other than a casual, will be allowed either one and a half or two rostered days free of duty each week. Such rostered days off may be taken in one of the following ways:
 - (a) One consecutive period;
 - (b) Two periods; or
 - (c) Three periods comprising one day and two half days.
- 2.10.3 Property Salespersons' hours of work may be averaged over an 8-week period. The average weekly hours over the prior will not exceed:
 - (a) For a full-time employee – 38 hours; or
 - (b) For an employee who is not a full-time employee – the lesser of:
 - (i) 38 hours; and
 - (ii) The employee's ordinary hours of work in a week.
- 2.10.4 Employees agree to work reasonable additional hours as and when required and shall be remunerated at the appropriate penalty rate for the additional hours.

2.11 Overtime

- 2.11.1 This provision is not applicable to Commission only Salespersons.
- 2.11.2 Property Salespersons who work outside or in excess of the ordinary hours of work, other than on Rostered Days Off, will be paid at time and a half for the first 2 hours and double time thereafter.
- 2.11.3 Property Salespersons who are specifically directed to work on their rostered day or half day off work will be paid at time and a half for the first 2 hours and double time thereafter.
- 2.11.4 By agreement between the Employer and Employee, an Employee may elect to take time off in lieu of payment for overtime on an hour for hour basis. Such time off must be taken within 4 weeks of accrual or the Employer will be required to pay the Employee for the time so worked at the appropriate overtime rate.
- 2.11.5 The Employer may provide the Employee with an opportunity to work additional hours in excess of the average of 38 hours per week or weekend work. The working of such additional hours is at the election of the Employee.
- 2.11.6 Any hours worked in accordance with this Clause must first be authorised by the Employer. Time worked without prior authorisation from the Employer will not be paid.
- 2.11.7 Where the employer provides an employee with the opportunity to work additional hours as provided in clause 2.11.5 outside or in addition to the hours in clause 2.10, and the employee elects to work such hours, the employee will be paid for those hours at overtime rates or may elect to take time off in lieu of overtime with the agreement of the employer, as provided in clause 2.11.4.

2.12 Wage Rates

- 2.12.1 Please refer to Appendix 1 Parts 1 and 2.

2.13 Juniors

- 2.13.1 Where the law permits, Junior Property Salespersons will be paid the following the appropriate wage rate in Part 3 of Appendix 1.
- 2.13.2 A junior employee will not be employed on a commission-only basis.

2.14 Classifications

- 2.14.1 Please refer to Appendix 2 Part 1.

PART 3 - PROPERTY MANAGEMENT STAFF

3.1 Definitions

- 3.1.1 **“Property Manager”** means a full-time, part-time or casual Employee engaged in the letting and/or management of real property engaged with the classifications of Appendix 1 Part 2 of this Agreement.

3.2 Hours of work

- 3.2.1 Property Manager’ ordinary hours of work will be 38 per week and may be worked on any day of the week.
- 3.2.2 A Property Manager, other than a casual, will be allowed either one and a half or two rostered days free of duty each week. Such rostered days off may be taken in one of the following ways:
- (a) One consecutive period;
 - (b) Two periods; or
 - (c) Three periods comprising one day and two half days.
- 3.2.3 Property Managers’ hours of work may be averaged over an 8-week period. The average weekly hours over the prior will not exceed:
- (a) For a full-time employee – 38 hours; or
 - (b) For an employee who is not a full-time employee – the lesser of:
 - (i) 38 hours; and
 - (ii) The employee’s ordinary hours of work in a week.
- 3.2.4 Employees agree to work reasonable additional hours as and when required and shall be remunerated at the appropriate penalty rate for the additional hours.
- ### **3.3 Overtime**
- 3.3.1 Property Managers, who work outside or in excess of the ordinary hours of work, other than on Rostered Days Off, will be paid at time and a half for the first 2 hours and double time thereafter.
- 3.3.2 Property Managers who are specifically directed to work on their rostered day or half day off work will be paid at time and a half for the first 2 hours and double time thereafter.
- 3.3.3 By agreement between the Employer and Employee, an Employee may elect to take time off in lieu of payment for overtime on an hour for hour basis. Such time off must be taken within 4 weeks of accrual or the Employer will be required to pay the Employee for the time so worked at the appropriate overtime rate.
- 3.3.4 The Employer may provide the Employee with an opportunity to work additional hours in excess of the average of 38 hours per week or weekend work. The working of such additional hours is at the election of the Employee.
- 3.3.5 Any hours worked in accordance with this clause must first be authorised by the Employer. Time worked without prior authorisation from the Employer will not be paid.

- 3.3.6 Where the employer provides a property manager with the opportunity to work additional hours as provided in clause 3.3.4 outside or in addition to the hours in clause 3.2, the employee will be paid for those hours at overtime rates, or may elect to take time off in lieu of overtime with the agreement of the employer, as provided in clause 4.5.5.

3.4 Allowances

- 3.4.1 The Employer and Employees employed as Property Managers agree to offset any stand-by or call-out compensation that may become payable against any commission, bonus or incentive payment entitlements.

3.5 Mobile Phone Allowance

- 3.5.1 Where the Employer requires a Property Manager to use the Employee's own mobile phone in the course of employment the Employer and Employee must,

- (a) upon commencement of employment, agree in writing on a method of payment for reimbursement of the costs of using that mobile phone in the course of their employment provided that such reimbursement must not be less than 50% of the cost of the employee's monthly mobile phone plan, up to a maximum monthly phone plan of \$100; or
- (b) 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.

- 3.5.2 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.

- 3.5.3 The Employer and the Employee may elect by separate written agreement to offset the mobile phone usage against any commission, bonus or incentive bonus payment entitlements.

- 3.5.4 The agreement made in accordance with clauses 3.5.1, 3.5.2 and/or 3.5.3 must be reasonable when considering the employee's use of their mobile telephone for work-related duties.

- 3.5.5 If a written agreement is not made as prescribed in clauses 3.5.1, 3.5.2 and/or 3.5.3 and use of a mobile telephone is a requirement of the position, the employer must cover all the costs of ownership, network access, maintenance and payment of work-related accounts for this telephone.

- 3.5.6 The mobile telephone allowance is payable during the entire period of employment, except when the employee is on leave.

3.6 Car Allowance

- 3.6.1 If the employer provides a motor vehicle for the use of the Property Manager when performing work-related duties, the expenses arising out of the provision, maintenance and lawful operation of such vehicle will be met by the employer and the provisions of this Clause will not apply.

- 3.6.2 Where the Employer requires a Property Manager to use the Employee's own motor vehicle the Employer in the course of employment the Employer and Employee will

agree in writing on a method of payment for reimbursement of the costs of using that motor vehicle in the course of their employment.

3.6.3 The agreement made in accordance with Clause 3.6.1 must be reasonable when considering the employee's use of their own motor vehicle for work-related duties.

3.6.4 Until such time as a written agreement is in force the Employee will be entitled to a \$0.95 per kilometre allowance for all use of the employee's own motor vehicle in the course of employment and will be limited to 400 kilometres per week.

3.6.5 Where the employee claims the motor vehicle allowance under this clause, the employee must keep (and provide to the employer) a record of all such usage which will show:

- (a) the date and odometer reading of the first such usage of the motor vehicle at the commencement of the log book;
- (b) the date and commencement and final odometer reading for each day on which the allowance is claimed;
- (c) total business kilometres each day;
- (d) the purpose of each usage; and
- (e) the signature of the employee, certifying the usage.

3.7 Juniors

3.7.1 Where the law permits, junior Property Managers will be paid the following percentage of the appropriate wage rate in Part 3 of Appendix 1.

3.7.2 A junior employee will not be employed on a commission-only basis.

3.8 Wage Rates

3.8.1 Please refer to Appendix 1 Part 2.

3.9 Bonus/ Incentive payment

3.9.1 Where it has been agreed between the employer and the employee that the employee will be entitled to a bonus or an incentive payment (as opposed to commission) particulars of the bonus or incentive payment entitlement must be evidenced in a written agreement between the employer and the employee.

3.10 Classifications

3.10.1 Please refer to Appendix 1 Part 2.

PART 4 - CLERICAL STAFF

4.1 Definitions

- 4.1.1 **“Clerical Employee” or “Clerk”** means a full time, part time or casual employee principally engaged to perform clerical and administrative duties engaged with the classifications of Appendix 2 Part 3 of this Agreement.

4.2 Hours of work

- 4.2.1 A Clerks ordinary hours of work are to be an average of 38 per week but not exceeding 152 hours in 28 days, or an average of 38 over the period of an agreed roster cycle.
- 4.2.2 Clerks’ ordinary hours of work may be worked between 7 am and 7 pm Monday to Friday and from 7 am to 12.30 pm on Saturday. Clerks will not work more than 10 ordinary hours per day, exclusive of meal breaks.
- 4.2.3 Clerks’ ordinary hours of work are to be worked continuously, except for meal breaks, at the discretion of the employer. The spread of hours may be altered by up to one hour at either end of the spread, by agreement between the employer and an individual employee.
- 4.2.4 At the time of engagement, the Employer and a part-time clerk will agree in writing on a regular pattern of work, specifically at least the number of hours worked each day, which days of the week the Employee will work and the actual starting and finishing times each day.
- 4.2.5 Changes in hours for part-time clerks may only be made by agreement in writing between the Employer and Employee. Changes in days can be made by the Employer giving one week’s notice in advance of the changed hours.
- 4.2.6 Part-time clerks will be rostered for a minimum of 3 consecutive hours on any shift.
- 4.2.7 All time worked by clerks in excess of the hours as agreed under clause 4.2.4 or varied under clause 4.2.5 will be overtime and paid for at the rates prescribed in clause 4.5.
- 4.2.8 Where a Clerk is entitled to a rostered day off during the employee’s work cycle, the employer will give the employee four weeks’ notice in advance of the weekday the employee is to take off.
- 4.2.9 Clerks may agree with the Employer to work ‘make-up time’ under which the employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in this Agreement.
- 4.2.10 Employees agree to work reasonable additional hours as and when required and will be remunerated at the applicable overtime rate.
- 4.2.11 No payment will apply for any additional hours worked beyond the 38 per week average, unless an Employee is specifically instructed to work those additional hours by the Employer and such instructions are in writing.
- 4.2.12 Where the employer provides a clerical employee with the opportunity to work additional hours as provided in clause 4.5.6 outside or in addition to the hours in clause 4.2, the employee will be paid for those hours at overtime rates or may elect to take time off in lieu of overtime with the agreement of the employer, as provided in clause 4.5.5.

4.3 Rest Break

- 4.3.1 Clerical Employees are entitled to two ten-minute paid rest break per day which will be taken in the Employer's time, subject to the operational requirements of the business.
- 4.3.2 A clerical Employee that is required to work more than three but less than eight ordinary hours per day will be allowed one ten-minute paid rest break.
- 4.3.3 A clerical Employee who works more than four hours overtime on a Saturday morning must be allowed a paid rest pause of ten minutes between the time of commencing and finishing work.

4.4 Substituted Days

- 4.4.1 The Employer may substitute the day a clerical Employee is to take off for another day in case of a break down in machinery or a failure or shortage of electric power or to meet the requirements of the business in the event of rush orders or some other emergency situation.
- 4.4.2 An individual clerical Employee, with the agreement of the Employer, may substitute the day the Employee is to take off for another day.
- 4.4.3 Where the working of the 38 hour week is agreed to in accordance with this clause, a clerical Employee and the Employer may agree to a banking system of up to a maximum of five rostered days off. A clerical Employee would therefore work on what would normally have been the Employee's rostered day off and accrue an entitlement to bank a rostered day off to be taken at a mutually convenient time for both the Employee and the Employer, provided not less than five days' notice is given before taking the banked rostered day(s) off.
- 4.4.4 No payments or penalty payments are to be made to Employees working under this substitute banked rostered day off. However, the Employer will maintain a record of the number of rostered days banked and will apply the average pay system during the weeks when an Employee elects to take a banked rostered day off.
- 4.4.5 Clerical Employees terminating prior to taking any banked rostered day(s) off must receive one fifth of average weekly pay over the previous six months multiplied by the number of banked substitute days.
- 4.4.6 Clerical Employees who work on a rostered day off basis each twenty-day cycle are entitled to twelve rostered days off in a twelve-month period.

4.5 Overtime

- 4.5.1 Any hours worked in accordance with this clause must first be authorised by the Employer. Time worked without prior authorisation from the Employer will not be paid.
- 4.5.2 All work performed by a Clerk outside or in excess of the ordinary hours of work shall be paid for at the rate of time and a half for the first 2 hours and double time thereafter.
- 4.5.3 For the purposes of payment of overtime, a Clerk will be paid a minimum period of 30 minutes per week when overtime is worked.
- 4.5.4 A Clerk who works 38 hours per week Monday to Friday must be paid a minimum of 3 hours at overtime rates for overtime performed on a Saturday, provided that the employee is ready, willing and available to work such overtime.

- 4.5.5 By agreement between the employer and Employee, an employee may elect to take time off in lieu of payment for overtime on an hour for hour basis. Such time off must be taken within 4 weeks of accrual or the employer will be required to pay the Employee for the time so worked at the appropriate overtime rate.
- 4.5.6 The Employer may provide the Employee with an opportunity to work additional hours in excess of the average of 38 hours per week or weekend work. The working of such additional hours is at the election of the Employee.
- 4.5.7 When overtime is worked by a Clerk, the Employee will have at least 10 hours off duty between the work of successive days.
- 4.5.8 A Clerk (other than a casual Employee) who works so much overtime between the termination of the Employee's ordinary work on one day and the commencement of the Employee's ordinary work on the next day that the employee has not had at least ten consecutive hours off duty between those times must, subject to this clause, be released after completion of such overtime until the Employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 4.5.9 If on the instructions of the Employer such Clerk resumes or continues work without having had such ten consecutive hours off duty the Employee must be paid at double the ordinary time rate of pay until the Employee is released from duty for such period and the Employee is then entitled to be absent until the Employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 4.5.10 Where the employer provides a clerical employee with the opportunity to work additional hours as provided in clause 4.5.5 outside or in addition to the hours in clause 4.2, the employee will be paid for those hours at overtime rates, or may elect to take time off in lieu of overtime with the agreement of the employer, as provided in clause 4.5.4.

4.6 Weekend Rates

- 4.6.1 Ordinary time worked by Clerks within the spread of hours of clause 4.2.2 on a Saturday will be paid at the rate of time and a quarter.
- 4.6.2 All work performed by Clerks on Sunday shall be paid for at the rate of double time with a minimum payment of 4 hours provided the Clerk is available to work 4 hours.
- 4.6.3 Any hours worked in accordance with this clause must first be authorised by the Employer. Time worked without prior authorisation from the Employer will not be paid.

4.7 Allowances

4.7.1 Clothing and footwear

- (a) The Employer will reimburse Employees engaged in work damaging to clothing (for example, the use, maintenance or running repairs of office machines or in the receiving and/or despatch of goods) an amount equal to the cost of uniforms and/or protective clothing, except where uniforms and/or protective clothing are provided free of charge by the Employer.

- (b) The Employer will reimburse Employees who are constantly required to work under conditions which are wet and damaging to footwear, (e.g. on surfaces periodically hosed down or in wet or muddy conditions) an amount equal to the cost of appropriate protective footwear, except where appropriate protective footwear is provided free of charge by the employer.
- (c) When an Employee is required to wear and launder a uniform any cost of the uniform must be reimbursed, and the Employee must be paid \$3.55 for laundry expenses per week.

4.7.2 Meal allowance

An Employee required to work for more than one and a half hours of overtime without being given 24 hours' notice after the Employee's ordinary time of ending work will be either provided with a meal or paid a meal allowance of \$18.23. Where such overtime work exceeds four hours a further meal allowance of \$14.60 will be paid.

4.7.3 Vehicle allowance

- (a) An Employee required by the Employer to use the Employee's motor vehicle in the performance of duties must be paid the following allowances:
 - (i) Motor cars
\$0.95 per kilometre with a maximum payment as for 400 kilometres per week.
 - (ii) Motorcycles
\$0.32 per kilometre with a maximum payment as for 400 kilometres per week.
- (b) The Employer will pay all expenses including registration, running and maintenance where an Employer provides a motor vehicle which is used by an Employee in the performance of the employee's duties.
- (c) Where an Employee claims the motor vehicle allowance under this clause, the Employee must keep a record of all such usage which will show:
 - (i) the date and odometer reading of the first such usage of the motor vehicle at the commencement of the log book;
 - (ii) the date and commencement and final odometer reading for each day on which the allowance is claimed;
 - (iii) total business kilometres each day;
 - (iv) the purpose of each usage; and
 - (v) the signature of the employee, certifying the usage.

4.7.4 First aid allowance

An Employee who has been trained to render first aid, is the current holder of appropriate first aid qualifications such as a certificate from the St John Ambulance Australia or similar body and is appointed by an employer to perform first aid duty must be paid a weekly allowance of 1.5% of the minimum weekly wage for a Level 2 Clerk in Part 4 of Appendix 1.

4.7.5 Higher duties allowance

An Employee, when required to perform any of the duties in a classification higher than their usual classification for more than one day must be paid at least the rate which would be applicable if such duties were performed on a permanent basis.

4.7.6 Living away from home allowance

An Employee, required by the Employer to work temporarily for the Employer away from the Employee's usual place of employment, and who is required thereby to sleep away from the Employee's usual place of residence, is entitled to the following:

- (i) The payment of an allowance to cover all fares to and from the place at which the employer requires the employee to work; and
- (ii) The payment of an allowance to cover all reasonable expenses incurred for board and lodging.

The allowances referred to in this clause are not payable where the fares and the board and lodging are provided by the Employer.

In addition to the above, the Employee must receive payment at ordinary rates of pay for all time spent in travelling between the Employee's usual place of employment and the temporary location, such paid time not to exceed eight hours in 24 hours.

4.7.7 Adjustment of expense related allowances

At the time of any adjustment to the rates of pay by Fair Work Australia, each expense related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.

The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:

Allowance	Applicable Consumer Price Index figure
Meal allowance	Take away and fast foods sub-group
Clothing and footwear	Clothing and footwear group
Vehicle allowance	Private motoring sub-group

4.8 Junior Wage Rates

4.8.1 Please refer to Part 4.2 of Appendix 1.

4.9 Annual salary instead of agreement provisions

- (a) The Employer may pay an Employee an annual salary in satisfaction of any or all of the following provisions of the Agreement:
 - (i) Part 4 of Appendix 1—Minimum weekly wages;
 - (ii) Clause 4.7—Clerk’s Allowances;
 - (iii) Clauses 4.5 and 4.6—Overtime and penalty rates; and
 - (iv) Clause 5.17.2—Annual leave loading.
- (b) Where an annualised wage is paid, the employer must advise the employee in writing, and keep a record of:
 - i. the annualised wage that is payable.
 - ii. which of the provisions of this award will be satisfied by payment of the annualised wage including but not limited to minimum rates, allowances, overtime, penalty rates and annual leave loading.
 - iii. the method by which the annualised wage has been calculated, including specification of each separate component of the annualised wage and any overtime or penalty assumptions used in the calculation.
 - iv. the outer limit number of ordinary hours which would attract the payment of a penalty rate under the agreement and the outer limit number of overtime hours which the employee may be required to work in a pay period or roster cycle without being entitled to an amount in excess of the annualised wage in accordance with clause 4.9(c).
- (c) If in a pay period or roster cycle an employee works any hours in excess of either of the outer limit amounts specified pursuant to clause 4.9(b)(ii) , such hours will not be covered by the annualised wage and must separately be paid for in accordance with the applicable provisions of this award.
- (d) Annualised wage not to disadvantage employee.
 - (i) The annualised wage must be no less than the amount the employee would have received under this award for the work performed over the year for which the wage is paid (or, if the employment ceases earlier, over such lesser period as has been worked).
 - (ii) The employer must each 12 months from the commencement of the annualised wage arrangement or upon the termination of employment of the employee calculate the amount of remuneration that would have been payable to the employee under the provisions of this award over the relevant period and compare it to the amount of the annualised wage actually paid to the employee. Where the latter amount is less than the former amount, the employer shall pay the employee the amount of the shortfall within 14 days.

- (iii) The employer must keep a record of the starting and finishing times of work, and any unpaid breaks taken, of each employee subject to an annualised wage arrangement for the purpose of undertaking the comparison required by clause 4.9(b)(v). This record must be signed by the employee or acknowledged as correct in writing (including by electronic means) by the employee, each pay period or roster cycle.
- (iv) For the purposes of the NES, the base rate of pay of an employee receiving an annualised wage under this clause comprises the portion of the annualised wage equivalent to the relevant rate of pay in Appendix 1, Part 4 Clause 4.1 and excludes any incentive-based payments, bonuses, loadings, monetary allowances, overtime and penalties.

4.9.2 Base rate of pay for employees on annual salary arrangements

For the purposes of the NES, the base rate of pay of an Employee receiving an annual salary under this clause comprises the portion of the annual salary equivalent to the relevant rate of pay in Part 4 of Appendix 1 and excludes any incentive-based payments, bonuses, loadings, monetary allowances, overtime and penalties.

4.10 Classifications

4.10.1 Please refer to Appendix 1 Part 2.

PART 5 - COMMON PROVISIONS – ALL STAFF

5.1 Full-time

5.1.1 A full-time employee is an employee engaged to work an average of 38 hours per week.

5.2 Part-time

5.2.1 A part-time employee is an employee who works less than an average of 38 hours per week.

5.2.2 Part-time employees will be entitled to the same entitlements as full-time employees but on a proportionate basis.

5.2.3 Part-time employees who are not commission-only employees will be paid no less than 1/38th of the minimum weekly rate of pay for their relevant classification for each ordinary hour worked.

5.3 Casual

5.3.1 A casual employee is an employee engaged and paid as such. The minimum engagement for a casual employee is 3 hours.

5.3.2 For each hour worked, a casual employee's minimum rate of pay will be 1/38th of the minimum weekly rate of pay for their classification, plus a casual loading of 25 percent. The loading constitutes part of the casual employee's all-purpose rate.

5.3.3 The casual loading is paid instead of annual leave, paid personal/carer's leave, notice of termination, redundancy benefits and the other attributes of full-time or part-time employment.

Right to casual conversion

5.3.4 Subject to the provisions of the NES, the employer must make an offer to a casual employee if:

- a) the employee has been employed by the employer for a period of 12 months beginning the day the employment started; and
- b) during at least the last 6 months of that period, the employee has worked a regular pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to work as a full-time employee or a part-time employee (as the case may be).

5.3.5 The offer must:

- a) be in writing; and
- b) be an offer for the employee to convert:
 - i. for an employee that has worked the equivalent of full-time hours during the period referred to in Clause 5.3.4(b) to full-time employment; or
 - ii. for an employee that has worked less than the equivalent of full-time hours during the period referred to in Clause 5.3.4(b)) to part-time employment that is consistent with the regular pattern of hours worked during that period; and
- c) be given to the employee within the period of 21 days after the end of the 12 month period referred to in Clause 5.3.4(a).

5.3.6 Exceptions

An offer for casual conversion will not be required in circumstances where there are reasonable grounds not to make the offer. These reasonable grounds must be based on facts that are known or reasonably foreseeable at the time of deciding not to make the offer, and may include:

- a) the employee's position will cease to exist in the period of 12 months after the time of deciding not to make the offer;
- b) the hours of work which the employee is required to perform will be significantly reduced in that period;
- c) there will be a significant change in the days or times at which the employee's hours of work are required to be performed;
- d) making the offer would not comply with a recruitment or selection process required by or under a law of the Commonwealth or a State or a Territory."

5.4 Meal Breaks

5.4.1 Employees who are engaged to work 5 hours or more in a day shall be entitled to an unpaid meal break of at least thirty (30) minutes and not more than 60 minutes during each day of employment. Such meal break shall be taken as agreed between the parties at a time convenient to the operational needs of the Employer but no later than 5 hours after commencing work.

5.4.2 Notwithstanding clause 5.4.1, if a Property Manager or Property Salesperson is rostered to work no longer than 6 hours, the Employee may elect, with the Employer's approval, to waive the meal break.

5.4.3 Clerical Employees required to work through meal breaks will be paid at double time for all time so worked until a meal break is allowed.

5.5 Probationary Period

5.5.1 The employment of new employees is subject to a six-month Probationary Period.

5.5.2 During the Probationary Period employment may be terminated by either party giving one week's notice for permanent Employees.

5.5.3 Nothing in this clause is intended to reduce, exclude or override the operation of Section 383 of the *Fair Work Act 2009* (Cth) (Minimum Employment Period). In the event that the Small Business Dismissal Code is applicable the minimum employment period will be 12 months.

5.6 Time off instead of payment for overtime

5.6.1 An employee and employer may agree in writing to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.

5.6.2 Any amount of overtime that has been worked by an employee in a particular pay period and that is to be taken as time off instead of the employee being paid for it must be the subject of a separate agreement under clause 5.6.

- 5.6.3 An agreement must state each of the following:
- a) the number of overtime hours to which it applies and when those hours were worked;
 - b) that the employer and employee agree that the employee may take time off instead of being paid for the overtime;
 - c) that, if the employee requests at any time, the employer must pay the employee, for overtime covered by the agreement but not taken as time off, at the overtime rate applicable to the overtime when worked;
 - d) that any payment mentioned in subparagraph (iii) must be made in the next pay period following the request.
- 5.6.4 The period of time off that an employee is entitled to take is the same as the number of overtime hours worked.
- 5.6.5 Time off must be taken:
- a) within the period of 6 months after the overtime is worked; and
 - b) at a time or times within that period of 6 months agreed by the employee and employer.
- 5.6.6 If the employee requests at any time, to be paid for overtime covered by an agreement under clause 5.6 but not taken as time off, the employer must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.
- 5.6.7 If time off for overtime that has been worked is not taken within the period of 6 months mentioned in paragraph (e), the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.
- 5.6.8 The employer must keep a copy of any agreement under clause 5.6 as an employee record.
- 5.6.9 An employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.
- 5.6.10 If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 5.6 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

5.7 Policies and Procedures

- 5.7.1 While the employer's policies and procedures do not form part of this Agreement, employees are required to read and understand and comply with the employer's policies and procedures as amended from time to time (as advised by the employer).
- 5.7.2 Failure to adhere to policies and procedures, as amended from time to time may result in disciplinary action being taken against the employee, which may include termination of employment.

- 5.7.3 To the extent that the contents of policies or procedures refer to obligations on the employer, they are to be regarded as guidelines only and are not contractual terms, conditions or representations on which employees may rely.

5.8 Duties and responsibilities of staff

5.8.1 Employees will during the period of employment:

- (a) Perform those duties outlined in the Employee's position description and as reasonably directed by the Employer from time to time.
- (b) In discharging their duties, the Employees must:
 - (i) Follow lawful instructions and directions given to the Employee in good faith by or on behalf of the Employer from time to time;
 - (ii) Conduct himself or herself at all times in a professional manner and take no action which damages or is likely to damage the reputation of the Employer;
 - (iii) Act in good faith in relation to the Employer's business at all times;
 - (iv) Perform the Employee's duties to the best of the Employee's abilities, knowledge and skill;
 - (v) Read and become familiar with the Employer's office policies, the Codes of Conduct under the relevant property legislation;
 - (vi) Recover outstanding advertising money from sellers who agree to market their properties for sale with the Employer in accordance with the Employer's office Policies and/or job description;
 - (vii) Follow the Employer's policies/procedures, as amended from time to time, including but without being limited to, an Employee's position description, and the Employer's Company Policy.
 - (viii) Promote the business, goodwill and reputation of the Employer's business;
 - (ix) Actively seek new property listings on behalf and in the name of the Employer and notify the Employer of all properties available for listing by or through the Employer;
 - (x) Comply with the relevant legislation requirements; and
 - (xi) Assume and exercise the powers and perform the duties from time to time vested in or assigned to an Employee by the Employer and in all respects comply with the directions given by the Employer.

5.8.2 Unless absent on leave as provided for in this Agreement or through illness or injury, an Employee will devote the whole of his/her time and attention during the agreed working hours of the Employer.

5.8.3 An Employee will not be engaged, concerned or interested in any business which competes with the Employer's business without the prior written consent of the Employer.

5.8.4 An Employee will not accept any payment or any other benefit in money or in kind from any person as an inducement or reward for any act or forbearance or in connection

with any matter or business transacted by or on behalf of the Employer. An Employee will not make statements to any person either verbally or in writing so as to misrepresent the Employer, the Employer's business, the Employer's customers or clients or properties for sale, for lease or for rent.

5.8.5 Nothing in this Agreement is to be taken as prohibiting or restricting the disclosure of the details of this Agreement by any party to any other person.

5.9 Staff Undertakings

5.9.1 Each Employee undertakes:

- (a) Not to advertise the Employer's business or any of the Employer's current property listings without the prior written consent of the Employer, and then only on the terms and conditions specified by the Employer. In that respect, the Employee acknowledges that the Employer is not obliged to include an Employee's name in any advertisement;
- (b) To report to the Employer as soon as possible after becoming aware of any complaints made by any client or customer of the Employer;
- (c) To notify the Employer of any accident, illness or injury (and anticipated recovery period) preventing an Employee, temporarily or permanently, from performing his/her duties;
- (d) To assist in the training of other employees as required by the Employer from time to time;
- (e) To attend such training seminars, programs or conferences as the Employer in his/her absolute discretion directs;
- (f) Not to incur expenses on the Employer's behalf or pledge the credit of the Employer without the prior written approval of the Employer;
- (g) Not to enter into any agreement or contract or make any promise or representation on behalf of the Employer without prior written approval by the Employer;
- (h) To properly receipt all money received in the course of his/her employment and deal with it in accordance with the Employer's policy/procedures manual, or normal procedures or as directed from time to time by the Employer;
- (i) Not to assign the benefit of this Agreement or any of his/her rights and privileges under this Agreement to any person;
- (j) Not to do or omit to do any act, matter or thing which may, in any way whatsoever, adversely affect or reflect upon the Employer or the Employer's business;
- (k) To keep any required registration under the relevant legislation current at all times and to provide proof of this as and when requested to do so;
- (l) To attend to any other duties as specified by the Employer from time to time; and
- (m) Comply with any duties prescribed by the Employer in a position or job description.

5.10 Beneficial Interest

5.10.1 In accordance with the provisions of the relevant legislation, any Employee must disclose to the employer in writing any intention to:

- (a) Purchase any property listed by or through the Employer or any intention to be beneficially interested (as defined by the relevant legislation) in the purchase of any property listed by or through the Employer and furnish any document required under the relevant legislation, for the purpose of notifying a seller; or
- (b) Sell any property or list for sale with the Employer any property that the Employee owns or is in any way beneficially interested and to furnish any document required under the relevant legislation for the purpose of notifying a prospective buyer.

5.11 Employer Undertakings

5.11.1 The Employer undertakes to:

- (a) Disclose to an Employee (where appropriate) such of the Employer's current property listings as the Employer considers appropriate;
- (b) Provide each Employee with sufficient office space, furniture, telephone facilities, maps, plans, stationery, manuals, forms of contracts, forms of leasing agreements and all other forms and agreements as are necessary to enable the Employees to fully perform his/her duties and responsibilities under this Agreement;
- (c) Allow the Employees to use all names, trade marks, logos or symbols ("the marks") owned by or used by the Employer in the conduct of the Employer's business; and
- (d) Provide sufficient advice, training and instruction so as to enable the Employee to satisfactorily comply with the terms of this Agreement.

5.12 Staff Meetings and Training

5.12.1 Staff meetings shall be held by the Employer from time to time. Where the Employer directs employees to attend a staff meeting, Employees shall be paid for the duration of the staff meeting.

5.12.2 Employees may be required to attend training for professional development from time to time.

5.12.3 Where Employees wish to voluntarily undertake training or voluntarily attend staff meetings, payment for costs/wages shall be made at the Employer's discretion.

5.13 Payment of Wages

5.13.1 Wages shall be paid weekly or fortnightly in arrears by electronic funds transfer.

5.14 Trainees and Apprentices

5.14.1 Trainees and Apprentices shall be entitled to the same terms and conditions as contained in Schedule D of the relevant Modern Award (the *Real Estate Industry Award 2010* or the *Clerks – Private Sector Award 2010*).

5.14.2 This agreement incorporates the terms of Schedule E to the Miscellaneous Award 2020 as at 1 July 2023, provided that any reference to “this award” in Schedule E to the Miscellaneous Award 2020 is to be read as referring to the Real Estate Industry Award 2020 and/or the Clerks Award 2020 and not the Miscellaneous Award 2020.

5.14.3 For purposes of determining the payrates for trainees and apprentice engaged under this agreement, the minimum pay rates as stipulated in Schedule E to the Miscellaneous Award 2020 will be increased by 1.5%.

5.15 Supported Wage System

Employees eligible for a supported wage because of the effects of a disability shall be entitled to the same terms and conditions contained in Schedule C of the relevant Modern Award (the *Real Estate Industry Award 2010* or the *Clerks – Private Sector Award 2010*).

5.16 Superannuation

5.16.1 In addition to the rates of pay prescribed by this Agreement, the Employer shall contribute on behalf of each eligible Employee into one of the approved funds listed below, an amount of Occupational Superannuation in accordance with the provisions of the *Superannuation Guarantee (Administration) Act 1992* (Cth) or relevant Federal Legislation as amended from time to time.

5.16.2 For the purposes of this Agreement an approved fund shall be any fund as mutually agreed in writing between the Employer and the Employee.

5.17 Annual Leave

5.17.1 Employees (other than casual employees) shall be entitled to 4 weeks annual leave for each completed year of employment in accordance with the NES.

5.17.2 Annual leave- Commission Only Employees

a) Commission-only employees will be paid for periods of leave to which they are entitled under the NES, at the time the leave is taken, at no less than the employee's base rate of pay. Where an employee is subject to a commission-only agreement which provides for a percentage in excess of the minimum commission-only rate in Part 1 of Schedule 1 the payment made for leave may be treated as a debit on the employee's account for this additional percentage.

b) Commission-only employees are not entitled to Annual leave loading.

5.17.3 Annual leave loading – Clerical Employees

Payment for the period of annual leave shall be at the Employee's ordinary rate of pay plus a 17.5% leave loading or the Employee's relevant weekend penalty rates, whichever is the greater but not both.

5.17.4 Annual leave loading – Property Managers & Property Salespersons

(a) During the period of annual leave, a Property Manager or Property Salesperson will receive a loading of 17.5% calculated on the minimum weekly wage for the employee's classification under this Agreement.

(b) Annual leave loading is only payable on leave accrued and not when leave is taken in advance; and

5.17.5 **Shutdown-Direction to take annual leave.**

- a) This Clause applies if an employer:
 - (i) intends to shut down all or part of its operation for a particular period (temporary shutdown period); and
 - (ii) wishes to require affected employees to take paid annual leave during that period.
- b) The employer must give the affected employees 28 days' written notice of a temporary shutdown period, or any shorter period agreed between the employer and the majority of relevant employees.
- c) The employer must give written notice of a temporary shutdown period to any employee who is engaged after the notice is given under clause 5.17.6(b) and who will be affected by that period, as soon as reasonably practicable after the employee is engaged.
- d) The employer may direct the employee to take a period of paid annual leave to which the employee has accrued an entitlement during a temporary shutdown period.
- e) A direction by the employer under clause 5.17.5(d):
 - (i) must be in writing; and
 - (ii) must be reasonable.
- f) The employee must take paid annual leave in accordance with a direction under clause 5.17.5(d).
- g) In respect of any part of a temporary shutdown period which is not the subject of a direction under clause 5.17.5(d), an employer and employee may agree, in writing, for the employee to take leave without pay during that part of the temporary shutdown.
- (h) An employee may take annual leave in advance during a temporary shutdown period in accordance with an agreement under clause 5.17.9.
- (i) In determining the amount of paid annual leave to which an employee has accrued an entitlement, any period of paid annual leave taken in advance by the employee, in accordance with an agreement under clause 5.17.9, to which an entitlement has not been accrued, is to be taken into account.
- (j) Clauses 5.17.6 to 5.17.8 do not apply to a period of annual leave that an employee is required to take during a temporary shutdown period in accordance with clause 5.17.5.

5.17.6 **Excessive leave accruals: general provisions**

- (a) An employee has an excessive leave accrual if the employee has accrued more than 8 weeks' paid annual leave.
- (b) If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (c) Clause 5.17.7 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.

- (a) Clause 5.17.8 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

5.17.7 Excessive leave accruals: direction by employer that leave be taken.

- a) If an employer has genuinely tried to reach agreement with an employee under clause 5.17.6(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
- b) However, a direction by the employer under clause 5.17.7(a):
 - (i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements whether made under clause 5.17.6, 5.17.7 or 5.17.8 or otherwise agreed by the employer and employee) are taken into account; and
 - (ii) must not require the employee to take any period of paid annual leave of less than one week; and
 - (iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
 - (iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.
- c) The employee must take paid annual leave in accordance with a direction under clause 5.17.7(a) that is in effect.
- d) An employee to whom a direction has been given under clause 5.17.8(a) may request to take a period of paid annual leave as if the direction had not been given.

5.17.8 Excessive leave accruals: request by employee for leave

- a) If an employee has genuinely tried to reach agreement with an employer under clause 5.17.6(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.
- b) However, an employee may only give a notice to the employer under clause 5.17.8(a) if:
 - (i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
 - (ii) the employee has not been given a direction under clause 5.17.7(a) that, when any other paid annual leave arrangements (whether made under clause 5.17.6, 5.17.7 or 5.17.8 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.

- c) A notice given by an employee under clause 5.17.8(a) must not:
 - (i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 5.17.6, 5.17.7 or 5.17.8 or otherwise agreed by the employer and employee) are taken into account; or
 - (ii) provide for the employee to take any period of paid annual leave of less than one week; or
 - (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
 - (iv) be inconsistent with any leave arrangement agreed by the employer and employee.
- d) An employee is not entitled to request by a notice under clause 5.17.8(a) more than 4 weeks paid annual leave in any period of 12 months.
- e) The employer must grant paid annual leave requested by a notice under clause 5.17.8(a).

5.17.9 Paid leave in advance of accrued entitlement

By agreement between the Employer and an Employee a period of annual leave may be taken in advance of the entitlement accruing. Provided that if leave is taken in advance and the employment terminates before the entitlement has accrued the employer may make a corresponding deduction from any money due to the employee on termination.

5.17.10 Cashing out annual leave

With the Agreement of the Employer, an Employee can elect in writing to cash out their annual leave entitlement up to the maximum amount provided for under the *Fair Work Act 2009* (Cth), provided the following requirements are satisfied:

- (i) Paid annual leave must not be cashed out if the cashing out would result in the Employee's remaining accrued entitlement to paid annual leave being less than 4 weeks; and
- (ii) Each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between the Employer and the Employee; and
- (iii) The Employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.

5.18 Personal/Carer's leave and compassionate leave

5.18.1 Personal/carers' leave and compassionate leave are provided for in the NES.

5.18.2 When taking personal/carers' leave the Employee must notify the Employer of their inability to attend for work as early as practicable prior to the normal commencement time.

- 5.18.3 For absences of more than 2 consecutive days, the Employee will be required to produce a medical certificate from a legally qualified medical practitioner, a statutory declaration or other evidence satisfactory to the Employer, stating the nature of the illness and the period or approximate period that the Employee will be unable to attend work.
- 5.18.4 Nothing in this clause restricts the right of the Employer to require a medical certificate for single day absences if an Employee is absent from work on a Monday, Friday or the day before or after a public holiday.
- 5.18.5 Where the Employer reasonably suspects that an Employee is abusing the entitlement, it may require the Employee to provide a medical certificate for all absences irrespective of duration.
- 5.18.6 **Personal/carer's leave for casual employees**
- (a) Casual Employees are entitled to be not available for work or to leave work to care for a person who is sick and requires care and support or who requires care due to an emergency.
 - (b) Such leave is unpaid. A maximum of 48 hours absence is allowed by right with additional absence by agreement.
- 5.19 Parental leave and related entitlements**
- 5.19.1 Parental leave and related entitlements are provided for in the NES.
- 5.20 Long service leave**
- 5.20.1 Employees are entitled to long service leave in accordance with the provisions of the relevant State or Territory legislation.
- 5.20.2 For Commission Only Salesperson's, long service leave will be calculated on the basis of averaging weekly commission earnings. "Average weekly commission earnings" means the average weekly commission earnings calculated over the five years of employment immediately preceding the date upon which leave is to be taken, except that the highest earnings year of employment and the lowest earnings year of employment in that period shall not be taken into account. Commission earnings paid prior to, or subsequent to, the five year period are not taken into account unless they were due and payable during that period.
- 5.21 Unpaid leave**
- 5.21.1 The Employer may approve unpaid leave in circumstances where an employee has made a formal request in writing and has utilised all other forms of leave provided for in this Agreement.
- 5.21.2 A period of unpaid leave does not break an Employee's continuity of service, however a period of unpaid leave does not otherwise count as service except as provided for under a law, or an instrument in force under a law, of the Commonwealth.
- 5.22 Community service leave**
- 5.22.1 Community service leave is provided for in the NES.

5.23 Family and Domestic Violence Leave

- 5.23.1 An employee may take unpaid leave to deal with family and domestic violence if the employee:
- (a) is experiencing family and domestic violence; and
 - (b) needs to do something to deal with the impact of the family and domestic violence and it is impractical for the employee to do that thing outside their ordinary hours of work.
- 5.23.2 An employee (full or part-time or casual) is entitled to 10 days' unpaid leave to deal with family and domestic violence, as follows:
- (a) the leave is available in full at the start of each 12-month period of the employee's employment; and
 - (b) the leave does not accumulate from year to year.
- 5.23.3 The employer and employee may agree that the period of leave to deal with family and domestic violence may be less than one day but the employee may take more than 10 days' unpaid leave by agreement.
- 5.23.4 The time an employee is on unpaid leave to deal with family and domestic violence does not count as service but does not break the employee's continuity of service.
- 5.23.5 An employee is not entitled to take leave under this clause unless the employee complies with the provisions of this clause.
- 5.23.6 An employee must give their employer notice and the notice:
- (i) must be given to the employer as soon as practicable (which may be a time after the leave has started); and
 - (ii) must advise the employer of the period, or expected period, of the leave.
- 5.23.7 An employee who has given their employer notice of the taking of leave under this Clause must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 5.23.1. Such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.
- 5.23.8 The Employers will take steps to ensure information concerning any notice an employee has given or evidence an employee has provided under this Clause is treated confidentially, as far as it is reasonably practicable to do so. However, nothing in this Clause prevents an employer from disclosing information provided by an employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the employee or another person.

5.24 Public holidays

- 5.24.1 Public holidays are provided for in the NES.
- 5.24.2 Subject to the *Fair Work Act 2009* (Cth), the Employer may require an employee to work on a public holiday.
- 5.24.3 A Property Salesperson or Property Manager who works on a public holiday at the specific direction of the employer will be entitled to be paid at double time for all hours so worked, with a minimum payment for three hours work.

- 5.24.4 Notwithstanding the above, clerical Employees and the Employer may agree to substitute another day for a public holiday.
- 5.24.5 Work performed on a public holiday or a substituted day by a clerical Employee must be paid at double time and a half. Where both a public holiday and substituted day are worked public holiday penalties are payable on one of those days at the election of the Employee. A clerical Employee required to work on a public holiday is entitled to not less than four hours pay at penalty rates provided the employee is available to work for four hours.

5.25 Termination of Employment

- 5.25.1 Notice of termination is provided for in the NES.
- 5.25.2 Salesperson's guaranteed minimum earnings paid in lieu of notice will be offset against commission earnings.

5.25.3 Notice of termination by an Employee

An employee must give one week's notice to the employer to terminate employment. The employer may then elect to pay the employee one week's pay instead of notice. Unless the parties mutually agree in writing to a notice period greater than one week, employment will terminate one week from the date that the employee gives the employer notice to terminate employment. If an employee who is at least 18 years old does not give the period of notice required under clause 5.25 then the employer may deduct from wages due to the employee under this agreement an amount that is no more than one week's wages for the employee.

- 5.25.4 On termination of employment, the Employee will immediately deliver to the Employer all property and information belonging to the Employer at the date of termination of employment.

- 5.25.5 Nothing in this clause limits the Employer's right to terminate the employment without notice because of serious misconduct by the Employee. These circumstances include, but are not limited to:

- (a) Committing any act of dishonesty, fraud or gross misconduct;
- (b) A serious breach of duty or policies;
- (c) Serious neglect in the performance of duties;
- (d) Breach of duty of care;
- (e) Conviction for a criminal offence inhibiting the further performance of duties or causing the ability to further perform duties to come into question;
- (f) Failure to comply with all relevant Acts and Regulations;
- (g) Drunkenness or intoxication;
- (h) Misrepresentation of qualifications or employment history; or
- (i) Wilful disobedience of lawful directions given by the Employer.

- 5.25.6 Monies advanced by the Employer to an Employee (whether by way of salary, loans or otherwise) and any other amounts owed by an Employee to the Employer may be offset against any accrued entitlements owing to an Employee at the date of termination. By this agreement the Employee authorises the Employer to deduct such amounts and

acknowledge that the deduction is reasonable by virtue of the fact that the Employee owed the Employer monies.

- 5.25.7 Property Salespersons and Commission Only Property Salespersons agree that if and when the Salespersons employment is terminated by either party or by mutual consent, all listings that are exclusive or sole agency, taken or procured by the Salesperson before the date of termination will be the exclusive property of the Employer.

5.25.8 **Job search entitlement**

Where the Employer has given notice of termination to an Employee, an Employee must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the Employee after consultation with the Employer.

5.26 Redundancy

- 5.26.1 Redundancy pay is provided for in the NES.

- 5.26.2 Redundancy pay is provided for in the NES. However, the provisions of Clause 5.26 do not apply to the termination of an employee's employment if, immediately before the time of the termination, or at the time when the Employee was given notice of the termination (whichever happened first) the:

- (a) employee's period of continuous service with the employer is less than 12 months; or
- (b) employer employs less than 15 employees.

5.26.3 **Redundancy for Commission Employees**

In the case of Employees remunerated wholly or partially on the basis of commission, Weeks' Pay shall mean the full rate of pay in relation to entitlements under the NES for an employee, who is paid on a commission-only basis, as follows:

- (i) the minimum wage in Appendix 1 for the employee's classification level; or
- (ii) the employee's average weekly remuneration over the 12 months (or, if the employee has been employed less than 12 months, that period) immediately prior to when the full rate of pay is to be calculated,
- (iii) whichever is the greater.

5.26.4 **Transfer to lower paid duties**

Where an employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as the employee would have been entitled to if the employment had been terminated and the employer may, at the employer's option, make payment instead of an amount equal to the difference between the former ordinary time rate of pay and the ordinary time rate of pay for the number of weeks of notice still owing.

5.26.5 **Employee leaving during notice period.**

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice but is not entitled to payment

instead of notice.

5.26.6 Job search entitlement

- (a) An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.
- (c) This entitlement applies instead of clause 5.23.8.

5.27 Dispute Resolution Procedure

5.27.1 If a dispute relates to:

- (a) A matter arising under the Agreement; or
- (b) The National Employment Standards; or
- (c) Any matter arising from the employment relationship

this clause sets out procedures to settle the dispute.

5.27.2 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause.

5.27.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.

5.27.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Australia.

5.27.5 Fair Work Australia may deal with the dispute in 2 stages:

- (a) Fair Work Australia will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- (b) If Fair Work Australia is unable to resolve the dispute at the first stage, the parties to the dispute may agree to empower Fair Work Australia to:
 - (i) Arbitrate the dispute; and
 - (ii) Make a determination that is binding on the parties.

5.27.6 While the parties are trying to resolve the dispute using the procedures in this term:

- (a) An employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
- (b) An employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
 - (i) The work is not safe; or

- (ii) Applicable occupational health and safety legislation would not permit the work to be performed; or
- (iii) The work is not appropriate for the employee to perform; or
- (iv) There are other reasonable grounds for the employee to refuse to comply with the direction.

5.28 Consultation

5.28.1 This term applies if the employer:

- (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or

proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

5.28.2 For a major change referred to in paragraph 5.28.1:

- (a) the employer must notify the relevant employees of the decision to introduce the major change; and
- (b) subclauses 5.28.3 to 5.28.9 apply.

5.28.3 The relevant employees may appoint a representative for the purposes of the procedures in this term.

5.28.4 If:

- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- (b) the employee or employees advise the employer of the identity of the representative;

the employer must recognise the representative.

5.28.5 As soon as practicable after making its decision, the employer must:

- (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
- (b) for the purposes of the discussion--provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.

5.28.6 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

5.28.7 The employer must give prompt and genuine consideration to matters raised about the

major change by the relevant employees.

- 5.28.8 If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in Clause 5.28.2(a) and subclauses 5.28.3 and 5.28.5 are taken not to apply.
- 5.28.9 In this term, a major change *is likely to have a significant effect on employees* if it results in:
- (a) the termination of the employment of employees; or
 - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain employees; or
 - (f) the need to relocate employees to another workplace; or
 - (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- 5.28.10 For a change referred to in Clause 5.28.1(b):
- (a) the employer must notify the relevant employees of the proposed change; and
 - (b) subclauses Clause 5.28.11 to 5.28.15 apply.
- 5.28.11 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 5.28.12 If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;
- the employer must recognise the representative.
- 5.28.13 As soon as practicable after proposing to introduce the change, the employer must:
- (a) discuss with the relevant employees the introduction of the change; and
 - (b) for the purposes of the discussion--provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change
 - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - (c) invite the relevant employees to give their views about the impact of the change

(including any impact in relation to their family or caring responsibilities).

5.28.14 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

5.28.15 The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.

5.28.16 In this term: "relevant employees" means the employees who may be affected by a change referred to in subclause 5.26.

5.29 Individual Flexibility Arrangements

5.29.1 The employer and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

(a) The agreement deals with 1 or more of the following matters:

(i) Arrangements about when work is performed;

(i) Overtime rates;

(ii) Penalty rates;

(iii) Allowances;

(iv) Leave loading; and

(b) The arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in clause 5.29.1(a); and

(c) The arrangement is genuinely agreed to by the employer and employee.

5.29.2 The employer must ensure that the terms of the individual flexibility arrangement:

(a) Are about permitted matters under section 172 of the *Fair Work Act 2009* (Cth); and

(b) Are not unlawful terms under section 194 of the *Fair Work Act 2009* (Cth); and

(c) Result in the employee being better off overall than the employee would be if no arrangement was made.

5.29.3 The Employer must ensure that the individual flexibility arrangement:

(a) Is in writing; and

(b) Includes the name of the employer and employee; and

(c) Is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and

(d) Includes details of:

(i) The terms of the enterprise agreement that will be varied by the arrangement; and

(ii) How the arrangement will vary the effect of the terms; and

(iii) How the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and

(e) States the day on which the arrangement commences.

- 5.29.4 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 5.29.5 The employer or employee may terminate the individual flexibility arrangement:
- (a) By giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) If the employer and employee agree in writing, at any time.

5.30 Anti Discrimination

5.30.1 The parties to this Agreement agree that:

- (a) It is their intention to achieve the principle object in section 3(e) of the *Fair Work Act 2009* (Cth) and act in accordance with section 351 of the *Fair Work Act 2009* (Cth), which is to respect and value the diversity of the workforce by helping to prevent and eliminate discrimination at their enterprise on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin; and
- (b) Any dispute concerning these provisions and their operation will be progressed initially under the dispute resolution procedure in this Agreement; and
- (c) Nothing in these provisions allows any treatment that would otherwise be prohibited by anti-discrimination provisions in applicable Commonwealth, State or Territory legislation; and
- (d) Nothing in these provisions prohibits:
 - i) Any discriminatory conduct (or conduct having a discriminatory effect) that is based on the inherent requirements of a particular position.

5.31 Severability

5.31.1 All the provisions of this Agreement are reasonable in all the circumstances and each provision is severable and independent and shall not affect the validity or enforceability of any other provision.

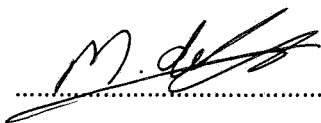
5.32 Copy of Agreement

5.32.1 A copy of this Agreement shall be posted in a conspicuous place in the premises of the employer and a copy shall be provided to all existing employees covered hereby upon request and to all new employees upon request.

PART 6 - SIGNATURES

DATED this 6th day of March 2024.

SIGNED for and on behalf of Everton Park Property Partners Pty Ltd T/A Ray White Everton Park of 1374 Gympie Rd, Aspley Qld 4034.



Signature of Authorised Representative

MASOOD DASTAGHIR

Name of Authorised Representative

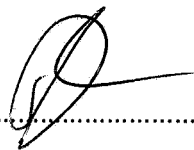
(BLOCK LETTERS)

Sales consultant

Title of Authorised Representative

39 Flinders WAY
Albany creek, 4035

Address of Authorised Representative



Signature of Witness

DANIEL LYNCOLN

Name of Witness

(BLOCK LETTERS)

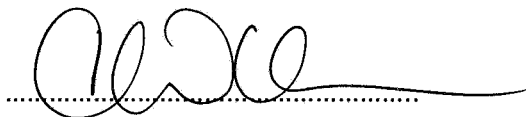
CMO

Title of Witness

15 Daniel Court
Scarborough, 4020

Address of Witness

SIGNED for and on behalf of the Employees of Everton Park Property Partners Pty Ltd T/A Ray White Everton Park



Signature of Employee Representative

MICHELLE WILSON

Name of Employee Representative

(BLOCK LETTERS)

(BLOCK LETTERS)

OPERATIONS MANAGER

Title of Employee Representative

36 BOONBOOMA CCT
ALBANY CREEK QLD 4035

Address of Employee Representative



Signature of Witness

ELIZABETH MCKENZIE

Name of Witness

ADMINISTRATION

Title of Witness

216-8 MARGARET STREET
SCARBOROUGH QLD 4020

Address of Witness

APPENDIX 1 WAGE RATES

REAL ESTATE INDUSTRY AWARD 2020

PART 1 – PROPERTY SALESPERSONS – COMMISSION ONLY

A Commission Only Property Salesperson will be paid at least 31.5 percent of the Employer's net commission resulting from a completed sales transaction.

PART 2 – PROPERTY SALESPERSONS – MINIMUM WAGE RATES

Real Estate Industry Award 2020				Agreement Rate		
Employee classification	Full Time		Casual	Full Time		Casual
	Minimum weekly rate \$	Minimum hourly rate \$	Casual Minimum hourly rate \$	Weekly rate	Hourly rate	Hourly rate
Real Estate Employee Level 1 (Associate Level)—first 12 months of employment at this level	\$898.32	\$23.64	\$29.55	\$911.79	\$23.99	\$29.99
Real Estate Employee Level 1 (Associate Level)—after first 12 months of employment at this level	\$945.82	\$24.89	\$31.11	\$960.01	\$25.26	\$31.58
Real Estate Employee Level 2 (Representative Level)	\$994.84	\$26.18	\$32.73	\$1,009.76	\$26.57	\$33.22
Real Estate Employee Level 3 (Supervisory Level)	\$1,094.40	\$28.80	\$36.00	\$1,110.82	\$29.23	\$36.54
Real Estate Employee Level 4 (In-Charge Level)	\$1,144.56	\$30.12	\$37.65	\$1,161.73	\$30.57	\$38.21

PART 3– JUNIOR EMPLOYEES– MINIMUM WAGE RATES

Agreement Rates			
	Full Time		Casual
Employee classification	Minimum weekly rate \$	Minimum hourly rate \$	Casual Minimum hourly rate \$
Real Estate Employee Level 1 (Associate Level)—first 12 months of employment at this level			
Under 19 years (60%)	\$541.99	\$14.26	\$17.83
19 years (70%)	\$632.32	\$16.64	\$20.80
20 years (80%)	\$722.66	\$19.02	\$23.77
Real Estate Employee Level 1 (Associate Level)—after first 12 months of employment at this level			
Under 19 years (60%)	\$570.49	\$15.01	\$18.77
19 years (70%)	\$665.57	\$17.52	\$21.89
20 years (80%)	\$760.66	\$20.02	\$25.02
Real Estate Employee Level 2 (Representative Level)			
Under 19 years (60%)	\$599.90	\$15.79	\$19.73
19 years (70%)	\$699.89	\$18.42	\$23.02
20 years (80%)	\$799.87	\$21.05	\$26.31
Real Estate Employee Level 3 (Supervisory Level)			
Under 19 years (60%)	\$659.64	\$17.36	\$21.70
19 years (70%)	\$769.58	\$20.25	\$25.32
20 years (80%)	\$879.52	\$23.15	\$28.93
Real Estate Employee Level 4			
Under 19 years (60%)	\$689.74	\$18.15	\$22.69
19 years (70%)	\$804.69	\$21.18	\$26.47
20 years (80%)	\$919.65	\$24.20	\$30.25

Clerks—Private Sector Award 2020

PART 4– CLERKS – MINIMUM WAGE RATES

4.1 ADULT RATES

CLERICAL					
Full time Rates					Casual Rates
Clerks Private Sector MA00002	Award Weekly rate	Award Hourly rate	Minimum SEA 38 hr weekly rate	Minimum SEA 38 hourly rate	Minimum SEA 38 hourly rate
LEVEL 1					
Year 1	\$ 910.90	\$ 23.97	\$ 924.56	\$ 24.33	\$ 30.41
Year 2	\$ 954.00	\$ 25.11	\$ 968.31	\$ 25.48	\$ 31.85
Year 3	\$ 983.40	\$ 25.88	\$ 998.15	\$ 26.27	\$ 32.83
LEVEL 2			\$ -		
Year 1	\$ 995.00	\$ 26.18	\$ 1,009.93	\$ 26.58	\$ 33.22
Year 2	\$ 1,013.40	\$ 26.67	\$ 1,028.60	\$ 27.07	\$ 33.84
LEVEL 3	\$ 1,050.90	\$ 27.66	\$ 1,066.66	\$ 28.07	\$ 35.09
LEVEL 4	\$ 1,103.60	\$ 29.04	\$ 1,120.15	\$ 29.48	\$ 36.85
LEVEL 5	\$ 1,148.40	\$ 30.22	\$ 1,165.63	\$ 30.67	\$ 38.34

Note: The minimum wage rates in this Agreement will be adjusted in accordance with the national minimum wage orders of Fair Work Australia in order to ensure rates do not fall below relevant Modern Award base rates of pay.

4.2 JUNIOR RATES

An employer must pay an employee who is aged as specified at least at the percentage specified in column 2 of the minimum rate that would otherwise be applicable as set out in the table above.

Junior rates

Column 1 Age	Column 2 % of minimum rate
Under 16 years of age	45
16 years of age	50
17 years of age	60
18 years of age	70
19 years of age	80
20 years of age	90

PART 1 – PROPERTY SALESPERSONS**2.1 Real Estate Employee Level 1 (Associate level)**

2.1.1 Employees at this level have not been classified as a Level 2, 3 or a Level 4 employee by the employer. An employee at this level is principally engaged to assist and work under the supervision of an employee(s) at a higher level. An employee at this level will not have responsibility for listing and/or selling of real property or businesses or managing rental or strata/community title properties.

2.1.2 Indicative job titles of a Real Estate Employee Level 1 (Associate Level) include:

- (a) Property Sales Assistant or Property Sales Associate;
- (b) Buyer's Agent Assistant or Associate;
- (c) Property Management Assistant or Property Management Associate;
- (d) Property Officer;
- (e) Leasing Officer or Assistant;
- (f) Strata/Community Title Management Assistant or Strata/Community Title Management Associate.

2.1.3 Indicative tasks

Indicative tasks at this level may include:

- (a) assisting an employee(s) at a higher level;
- (b) under the guidance and/or direction of a more senior person, following up enquiries with sellers and/or buyers of real property and businesses;
- (c) responding to general enquiries from potential tenants for properties under management;
- (d) providing support to an employee(s) at a higher level in undertaking a range of functions associated with the selling, leasing and/or management of real property (including strata title management) and businesses;
- (e) assisting in the preparation of documentation and correspondence in relation to the sale, leasing and/or management of real property (including strata title management) or businesses. Such documentation and correspondence may include:
 - i) agency agreements;
 - ii) commercial and/or residential leases;
 - iii) advertising material associated with the sale or leasing of real property and businesses;

- iv) property inspection reports (ingoing, outgoing and periodic) under the direction of a more senior person;
- v) strata/community title management agreements;
- vi) the preparation of minutes from meetings of owner's corporations;
- (f) collecting rents from tenants and/or issuing rental receipts;
- (g) investigating and arranging for the collection of rental arrears;
- (h) prospecting and canvassing under direction of an employee at a higher level, including phone canvassing, door knocking and letter box dropping;
- (i) in consultation with a more senior person, arranging maintenance and repairs to properties under management (including under strata/community title management);
- (j) provide support to an employee at a higher level in a range of functions associated with strata and community title management, in accordance with owners' corporations' instructions;
- (k) respond to general enquiries from the owner's corporation of strata/community title schemes;
- (l) assisting with auctions of real property or businesses to the extent permitted under real estate law;
- (m) assisting with property inspections (including open for inspections), including the placement of sign boards, maintaining attendee lists from property inspections, opening and closing homes after inspection;
- (n) assisting with post sale processes including pest and building inspections, searches and checking progress of the conveyance process; and
- (o) preparing and updating rental lists and website material.

2.2 Real Estate Employee Level 2 (Representative level)

2.2.1 Employees at this level have been classified as Level 2 by the employer. An employee at this level may perform any of the duties of a Real Estate Employee Level 1 (Associate Level) but will also have responsibility for the listing and/or selling of real property or businesses, for helping clients to buy real property or businesses or for managing rental or strata/community title properties or for sourcing and/or securing new property managements (including strata title managements).

2.2.2 Indicative job titles of a Real Estate Employee Level 2 (Representative Level) include:

- (a) Property Sales Representative or Real Estate Salesperson;
- (b) Buyer's Agent;
- (c) Property Management Representative or Property Manager;
- (d) Business Development Manager;

- (e) Strata/Community Title Management Representative or Strata Title Manager.

2.2.3 Indicative tasks

Indicative tasks at this level may include:

- (a) performing market appraisals for sale or lease of real property or businesses;
- (b) conducting and/or supervising the preparation of documentation and correspondence associated with the sale or leasing of real property or businesses. Such documentation and correspondence may include:
 - i. agency agreements for both sale and property management;
 - ii. tenancy agreements;
 - iii. rental bond documents;
 - iv. commercial and/or residential leases;
 - v. advertising material associated with the sale or leasing of real property and businesses;
 - vi. inventory reports;
 - vii. strata/community title management agreements;
 - viii. property inspection reports (ingoing, outgoing and periodic);
- (c) conducting or supervising property inspections (ingoing, outgoing and periodic);
- (d) organising advertising of a property;
- (e) organising sign boards for open for inspections;
- (f) conducting inspections with interested parties for real property or businesses that are for sale or lease;
- (g) conducting negotiations between a prospective buyer and seller of real property or a business, or between a prospective tenant and the property owner;
- (h) using personal initiative to source and secure prospective properties to sell or manage;
- (i) the listing and/or sale of real property or businesses;
- (j) the leasing of commercial, industrial or retail property;
- (k) conducting market research and providing marketing advice to customers;
- (l) conducting auctions of real property;
- (m) liaising with conveyancers and solicitors involved in the sale of real property or businesses or in the commercial leasing process;
- (n) assessing and processing tenancy applications;

- (o) organising property repairs and maintenance, including ingoing and outgoing property condition reports;
- (p) providing advice to property owners and tenants on preventative and planned maintenance;
- (q) accounting for rents and expenses to property owners;
- (r) liaising with and report to property owners and/or owners corporations;
- (s) appearing before tenancy tribunals and providing advice to property owners on state and territory residential tenancy matters (including the termination of tenancies);
- (t) attending and/or conduct strata management meetings;
- (u) completing strata management documentation;
- (v) carrying out all duties and functions required under a strata managing agency agreement.

2.3 Real Estate Employee Level 3 (Supervisory level)

2.3.1 A principal requirement of an employee at this level is the supervision of employee(s) classified as Real Estate Employee Level 2 (Representative Level). An employee at this level may perform any of the duties of a Real Estate Employee Level 2 (Representative Level) but will also have responsibility for the allocation of duties, co-ordinating work flow, checking progress, quality of work and resolving problems of an employee(s) at a lower level.

2.3.2 Indicative job titles of a Real Estate Employee Level 3 (Supervisory Level) include:

- (a) Property Sales Manager or Property Sales Supervisor;
- (b) Property Management Supervisor;
- (c) Strata/Community Title Management Supervisor.

2.3.3 Indicative tasks

Indicative tasks at this level may include:

- (a) providing leadership and supervision to level 1 and level 2 employees;
- (b) the supervision and/or management of work teams;
- (c) implementing and/or supervising quality customer service;
- (d) monitoring of operational plans;
- (e) assisting in the resolution of customer complaints;
- (f) monitoring safe workplace practices;
- (g) managing personal work priorities and professional development of self and assisting with the professional development of others in the work team(s);

- (h) training employees at lower level by personal instruction and demonstration;
- (i) involvement in either selling of real property or businesses, leasing of commercial, industrial, retail or residential property, or supervision of a portfolio of rental properties or strata/community title schemes;
- (j) managing the owner's corporation processes.

2.4 Real Estate Employee Level 4 (In-Charge-Level)

2.4.1 Employees at this level have been classified as Level 4 by the employer. An employee at this level may perform any of the duties of a Real Estate Employee Level 3 (Supervisory Level). The employee at this level will hold applicable qualification(s) under real estate law and have been appointed by the employer to be responsible for ensuring the business complies with its statutory obligations under real estate law.

2.4.2 Indicative job titles of a Real Estate Employee Level 4 include:

- (a) Licensee-In-Charge;
- (b) Agency Manager.

2.4.3 Indicative tasks

Indicative tasks at this level may include:

- (a) overall supervision and management of the office;
- (b) planning and managing business finances for the organisation;
- (c) ensuring that the office complies with all of its statutory obligations imposed under relevant real estate law;
- (d) facilitating change and innovation.

PART 2 CLERICAL CLASSIFICATIONS

3.1. Clerk Level 1

(a) Characteristics

Employees at this level may include the initial recruit who may have limited relevant experience. Initially work is performed under close direction using established practices, procedures and instructions.

Such employees perform routine clerical and office functions requiring an understanding of clear, straightforward rules or procedures and may be required to operate certain office equipment. Problems can usually be solved by reference to established practices, procedures and instructions.

Employees at this level are responsible and accountable for their own work within established routines, methods and procedures and the less experienced employees' work may be subject to checking at all stages. The more experienced employee may be required to give assistance to less experienced employees in the same classification.

(b) Typical duties/skills

Indicative typical duties and skills at this level may include:

- i) Reception/switchboard, e.g. directing telephone callers to appropriate staff, issuing and receiving standard forms, relaying internal information and initial greeting of visitors.
- ii) Maintenance of basic records.
- iii) Filing, collating, photocopying, etc.
- iv) Handling or distributing mail including messenger service.
- v) Recording, matching, checking and batching of accounts, invoices, orders, store requisitions, etc.
- vi) The operation of keyboard and other allied equipment in order to achieve competency as prescribed in Level 2.

3.2. Clerk Level 2

(a) Characteristics

This level caters for the employees who have had sufficient experience and/or training to enable them to carry out their assigned duties under general direction.

Employees at this level are responsible and accountable for their own work which is performed within established guidelines. In some situations detailed instructions may be necessary. This may require the employee to exercise limited judgment and initiative within the range of their skills and knowledge.

The work of these employees may be subject to final checking and as required progress checking. Such employees may be required to check the work and/or provide guidance to other employees at a lower level and/or provide assistance to less experienced employees at the same level.

(b) Typical duties/skills

Indicative typical duties and skills at this level may include:

- i) Reception/switchboard duties as in Level 1 and in addition responding to enquiries as appropriate, consistent with the acquired knowledge of the organisation's operations and services, and/or where presentation, and use of interpersonal skills are a key aspect of the position.
- ii) Operation of computerised radio/telephone equipment, micro personal computer, printing devices attached to personal computer, dictaphone equipment, typewriter.
- iii) Word processing, e.g. the use of a word processing software package to create, format, edit, correct, print and save text documents, e.g. standard correspondence and business documents.
- iv) Stenographer/person solely employed to take shorthand and to transcribe by means of appropriate keyboard equipment.
- v) Copy typing and audio typing.
- vi) Maintenance of records and/or journals including initial processing and recording relating to the following:
 - reconciliation of accounts to balance
 - incoming/outgoing cheques
 - invoices
 - debit/credit items
 - payroll data
 - petty cash imprest system
 - letters etc.
- vii) Computer application involving use of a software package which may include one or more of the following functions:
 - create new files and records
 - spreadsheet/worksheet
 - graphics
 - accounting/payroll file
 - following standard procedures and using existing models/fields of information.
- viii) Arrange routine travel bookings and itineraries, make appointments.
- ix) Provide general advice and information on the organisation's products and services, e.g. front counter/telephone.

3.3. Clerk Level 3

(a) Characteristics

Employees at this level have achieved a standard to be able to perform specialised or non-routine tasks or features of the work. Employees require only general guidance or direction and there is scope for the exercise of limited initiative, discretion and judgment in carrying out their assigned duties.

Such employees may be required to give assistance and/or guidance (including guidance in relation to quality of work and which may require some allocation of duties) to employees in Levels 1 and 2 and would be able to train such employees by means of personal instruction and demonstration.

(b) Typical duties/skills

Indicative typical duties and skills at this level may include:

- i) Prepare cash payment summaries, banking report and bank statements; calculate and maintain wage and salary records; follow credit referral procedures; apply purchasing and inventory control requirements; post journals to ledger.
- ii) Provide specialised advice and information on the organisation's products and services; respond to client/public/supplier problems within own functional area utilising a high degree of interpersonal skills.
- iii) *Apply one or more computer software packages developed for a micro personal computer or a central computer resource to either/or:
 - create new files and records
 - maintain computer based records management systems
 - identify and extract information from internal and external sources
 - use of advanced word processing/keyboard functions.
- iv) Arrange travel bookings and itineraries; make appointments; screen telephone calls; respond to invitations; organise internal meetings on behalf of executive(s); establish and maintain reference lists/personal contact systems for executive(s).
- v) Application of specialist terminology/processes in professional offices.

*Note: These typical duties/skills may be either at Level 3 or Level 4 dependent upon the characteristics of that particular Level.

3.4. Clerk Level 4

(a) Characteristics

Employees at this level will have achieved a level of organisation or industry specific knowledge sufficient for them to give advice and/or information to the organisation and clients in relation to specific areas of their responsibility. They would require only limited guidance or direction and would normally report to more senior staff as required. Whilst not a pre-requisite a principal feature of this level is supervision of employees in lower levels in terms of responsibility for the allocation of duties, co-ordinating work flow, checking progress, quality of work and resolving problems.

They exercise initiative, discretion and judgment at times in the performance of their

duties.

They are able to train employees in Levels 1–3 by personal instruction and demonstration.

(b) Typical duties/skills

Indicative typical duties and skills at this level may include:

- i) Secretarial/Executive support services which may include the following: maintaining executive diary; attending executive/organisational meetings and taking minutes; establishing and/or maintaining current working and personal filing systems for executive; answering executive correspondence from verbal or handwritten instructions.
- ii) Able to prepare financial/tax schedules, calculating costings and/or wage and salary requirements; completing personnel/payroll data for authorisation; reconciliation of accounts to balance.
- iii) Advising on/provide information on one or more of the following:
 - employment conditions
 - workers compensation procedures and regulations
 - superannuation entitlements, procedures and regulations
- iv) *Applying one or more computer software packages, developed for a micro personal computer or a central computer resource to either/or:
 - creating new files and records
 - maintaining computer based management systems
 - identifying and extract information from internal and external sources
 - using of advanced word processing/keyboard functions.

*Note: These typical duties/skills may be either at Level 3 or Level 4 dependent upon the characteristics of that particular Level.

3.5. Clerk Level 5

(a) Characteristics

Employees at this level are subject to broad guidance or direction and would report to more senior staff as required.

Such employees will typically have worked or studied in a relevant field and will have achieved a standard of relevant and/or specialist knowledge and experience sufficient to enable them to advise on a range of activities and features and contribute, as required, to the determination of objectives, within the relevant field(s) of their expertise.

They are responsible and accountable for their own work and may have delegated responsibility for the work under their control or supervision, including, scheduling workloads, resolving operations problems, monitoring the quality of work produced and counselling staff for performance and work related matters.

They would also be able to train and to supervise employees in lower levels by means of

personal instruction and demonstration. They would also be able to assist in the delivery of training courses. They would often exercise initiative, discretion and judgment in the performance of their duties.

The possession of relevant post secondary qualifications may be appropriate but are not essential.

(b) Typical duties/skills

Indicative typical duties and skills at this level may include:

- i) Apply knowledge of organisation's objectives, performance, projected areas of growth, product trends and general industry conditions.
- ii) Application of computer software packages within either a micropersonal computer or a central computer resource including the integration of complex word processing/desktop publishing, text and data documents.
- iii) Provide reports for management in any or all of the following areas:
 - account/financial
 - staffing
 - legislative requirements
 - other company activities.
- iv) Administer individual executive salary packages, travel expenses, allowances and company transport; administer salary and payroll requirements of the organisation.

EMPLOYER UNDERTAKING

Fair Work Act 2009

S190

EVERTON PARK PARTNERS PTY LTD

Everton Park Partners Pty Ltd Enterprise Agreement 2024.

AG2024/735

I, Michelle Wilson, Operations Manager, Everton Park Partners Pty Ltd trading as Ray White Everton Park of 1374 Gympie Road, Aspley Qld 4034 (The Employer) am authorised to make the following undertakings pursuant to Section 190 of the *Fair Work Act 2009* in relation to Everton Park Partners Pty Ltd Enterprise Agreement 2024 lodged with Fair Work Commission.

1. PUBLIC HOLIDAY SUBSTITUTION

Delete Clause 5.24.4 and replace it with:

“5.24.4 Notwithstanding the above, a clerical Employee and the Employer may agree to substitute another day for a public holiday.”

2. WITHHOLDING MONIES AT TERMINATION

The insertion of the following at the end of Clause 5.25.6.

“The deduction will be in compliance with s324 of the Act.”

3. ORDINARY HOURS

Insert the following new Clause 4.3 under Part 4 of Appendix 1 of the agreement.

“4.3 Ordinary hours may be worked between:

- (a) 7.00 am and 7.00 pm on Monday to Friday; and
- (b) 7.00 am and 12.30 pm on Saturday.”

4. SHIFTWORKER

Insert the following new Clause 4.4 under Part 4 of Appendix 1 of the agreement.

“4.4 A shift worker is an employee who is regularly rostered to work on Sundays and public holidays in a business in which shifts are continuously rostered 24 hours a day for 7 days a week”.

SIGNED



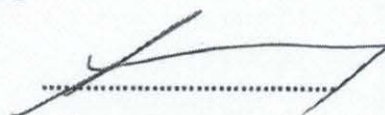
Michelle Wilson

Operations Manager

Everton Park Partners Pty Ltd Dated

2 April 2024

Witnessed by:



Benson Spence

Name

HEAD OF PERFORMANCE

Position RAY WHITE
OLD.