

ENTERPRISE AGREEMENT

NO: E.A. 114 /1993

DATE REGISTERED: 26-7-93

PRICE: \$ 14 · 00

ENTERPRISE AGREEMENT

BETWEEN

WESTVALE PTY LIMITED

ACN 003 128 701

TRADING AS

RAY WHITE BUDGEWOI

AND

**KIM PROSSER - PROPERTY MANAGER, OF
8 ANTHONY STREET, LAKE MUNMORAH 2259**

**JANINE CAVANOUGH - SALESPERSON, OF
2 CEROS CLOSE, CHITTAWAY BAY 2259**

PART 1

[1] This Enterprise Agreement is made in pursuance to the NSW Industrial Relations Act, 1991, an in accordance with the provisions of Section 115 to 142 of the said Act, entered into between Westvale Pty Ltd, trading as Ray White Budgewoi of the one part and employees of Ray White Budgewoi with the occupations of:

Salespersons

Property Managers

Property Officers

as defined in the REAL ESTATE INDUSTRY {STATE} AWARD, of the other part.

[2] It is agreed between the parties as follows:

[a] TITLE: This Agreement shall be known as the Ray White Budgewoi Enterprise Agreement.

[b] INTENTION: This Agreement shall only apply to Employees in the occupations identified, situated at Ray White Budgewoi at Budgewoi.

[c] DURESS: This Agreement was not entered into under duress by any party to it.

[d] INCIDENCE: This Agreement shall regulate partially the terms and conditions of employment previously regulated by the REAL ESTATE INDUSTRY {STATE} AWARD.

Apart from the clauses specified in this Agreement, all other clauses of the REAL ESTATE INDUSTRY {STATE} AWARD, as varied from time to time, shall apply to the parties to this Agreement.

PART 2

[3] The terms and conditions of the REAL ESTATE INDUSTRY {STATE} AWARD, as varied from time to time, shall apply to the persons covered by this Agreement, with the exclusion of Clause 11, Letters of Appointment; Clause 35, Locomotion Allowance; and Clause 37, Annual Leave Loading.

[4] The remuneration for persons covered by this Agreement shall be as provided for in Clauses 25, 26, 27, 28, 29 and 30 of Part B of the REAL ESTATE INDUSTRY {STATE} AWARD or for licensed salespersons in accordance with Part C, Commission only Salespersons of that Award.

[5] The Salespersons, Property Managers and Property Officers covered by this Agreement covenant that they will not directly or indirectly, during the course of their employment:

(a) Canvass, solicit or endeavour to entice away from the Employer any of the clients of the Employer introduced to the Salesperson during his/her employment by the Employer: and/or

(b) Disclose any information or details of the operations of Ray White Budgewoi including, but not limited to, all systems, techniques, names and particulars of clients, prospects and contacts, sales, data base, listings and records, which become known to the salesperson during the course of his/her employment with the Employer and/or:

(c) Disclose any information which became known to the salesperson during the course of his/her employment with the Employer concerning properties listed for sale with or managed by the Employer or are in the course of being so listed or managed at the date of termination of employment.

[6] The Salespersons and Property Managers and Officers further covenant that on termination of employment they will immediately return in full to the employer all listings, documents, keys, records, agreements, photographs, books and information concerning the Employer's clients and customers which rightfully belong to the Employer and, further, that they will not keep or make a copy of the same.

[7] Ordinary hours of employment under this Agreement shall be a maximum of 40 hours per week, averaged over a 52 week period. Hours worked outside this average must be authorised by the Employer in writing.

[8] It is a condition of this Agreement that Clause 11, Letters of Appointment, of PART A, Common Provisions, of the REAL ESTATE INDUSTRY {STATE} AWARD, in its entirety, shall not apply to parties to this Agreement. In lieu thereof and subject to the conditions of Clause 6 of this Agreement, commission payments to salespersons paid under PART B of the REAL ESTATE INDUSTRY {STATE} AWARD, shall be as follows:

[a] Salespersons Commissions shall be payable from nett commission and/or fees actually received by the Employer with respect to sales effected by the Salesperson after any Franchise fees, listing service fees, and conjunction agency fees, marketing fees in excess of Vendor Contribution, and any Goods and Services Tax (if applicable) have been deducted.

[b] The Employer's nett commission from [a] above shall be split between listing and selling as follows:

	LISTING	SELLING	LISTING & SELLING
[ii] Open Listing	20%	80%	100%
[ii] Sole agency, exclusive agency, multiple listing with vendor contributions.	50%	50%	100%
[iii] Sole agency, exclusive agency, multiple listing without vendor contributions.	45%	55%	100%
[iv] Auction listings with prepaid vendor contributions.	55%	45%	100%
[v] Auction listings with post paid vendor contributions.	50%	50%	100%
[vi] Where sold previous to auction.	50%	50%	100%
[vii] Where sold after failed auction.	50%	50%	100%

[c] The Salespersons shall be credited with 35% of the appropriate part or parts of the Employers commissions from subclause [b] above, that is either listing or selling, or both listing and selling.

[d] In addition to Clause 4 of this Agreement, payments made in respect of occupational superannuation as deemed by Government legislation or by Award, advances agreed in writing on the Employees behalf, and marketing expenses in excess of the vendors contribution, payments in accordance with Clauses 10, & 11 of this Agreement, shall be debited each month, against commission, in accordance with subclause [c] above, earned by the Employee.

[e] Any credit balance payable to a Salesperson shall be paid in accordance with the appropriate provisions of the REAL ESTATE INDUSTRY {STATE} AWARD, payment of commissions, and any debit balance will be carried forward from month to month.

[9] It is a provision of the Agreement that all new Salespersons employed

(not including those signatories to this agreement) after the date of Registration of this Agreement will, for the first six months of engagement, be known as Probationary Salespersons, and will be on daily engagement, the rate of pay being one-fifth of the weekly rate for a Probationary Salesperson under the REAL ESTATE INDUSTRY {STATE} AWARD.

[10] In lieu of the Locomotion Allowances prescribed under clause 35 of the REAL ESTATE INDUSTRY {STATE} AWARD the following allowances will be paid to Employees who use their own motor vehicle for authorised business purposes:

For all kilometres up to and including 150 per week.....\$70.00/week.

For each additional kilometre per week.....50 cents.

[11] In lieu of the Annual Leave Loading prescribed under Clause 37 of PART B of the REAL ESTATE INDUSTRY {STATE} AWARD employees under this Agreement shall be paid \$5.00 per week.

PART B

TERM OF AGREEMENT

This Agreement shall operate from the date of Registration and shall remain in force for a period of three years unless varied or terminated earlier under the provisions provided by the Act.

PART 4

AGREEMENT

The foregoing agreement:

- 1. Signed for and on behalf of Westvale Pty Ltd, trading as Ray White Budgewoi:

Reg Hamilton - Director

Witnessed:

Date:

.....
19.6.93

- 2. Signed:

.....
Kim Prosser
Kim Prosser - Property Manager

Witnessed:

Date:

.....
Janine Cavanough
19 June 1993

- 3. Signed:

.....
Janine Cavanough
Janine Cavanough - Salesperson

Witnessed:

Date:

.....
Kim Prosser
19.6.93