

# ENTERPRISE AGREEMENT

NO: E.A. 216 /1993

DATE REGISTERED: 12-8-93  
valid 3 years.

PRICE: \$ 14-00

## **ENTERPRISE AGREEMENT**

BETWEEN

**CICIRENT PTY LIMITED**

ACN 003 729 548

TRADING AS

**CENTURY 21 JAMES & FEAR REAL ESTATE**

AND

**ARTHUR PERDIS, SALESPERSON, OF  
20 TAMAR STREET, SUTHERLAND**

**AMALIA PERDIS, PROPERTY MANAGER, OF  
20 TAMAR STREET, SUTHERLAND**

**JEREMY HASHAM, PROPERTY OFFICER, OF  
4 BRANTWOOD AVENUE, SANS SOUCI**

**STELLA PERDIKARIS, PROPERTY OFFICER, OF  
72 FLORENCE AVENUE, EASTLAKES**

**SCOTT BRENNAN, SALESPERSON, OF  
68 LORD STREET, ROSEVILLE**

## **PART 1**

[1] This Enterprise Agreement is made in pursuance to the NSW Industrial Relations Act, 1991, and in accordance with the provisions of Section 115 to 142 of the said Act, entered into between Cicirent Pty Limited, trading as Century 21 James & Fear Real Estate of the one part and Employees of Century 21 James & Fear Real Estate 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 Century 21 James & Fear Real Estate Enterprise Agreement.

[b] INTENTION: This Agreement shall only apply to Employees in the occupations identified, situated at Century 21 James & Fear Real Estate at Kingsford.

[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 17, Sick Leave; 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 Century 21 James & Fear Real Estate 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 the Agreement that Clause 11, Letter 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 Commission payments to Salespersons shall be as determined by the parties to this Agreement, from time to time, based on the economy and the current property market. Such Commission payments will be based on a target system of sales and will be in addition to remuneration covered by Clause [4] of this Agreement.

[9] Salespersons, Employed under Part B of the Award, Commissions shall be payable from net 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.

[10] 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 daily rate of pay being one-fifth of the weekly rate for a Probationary Salesperson under the REAL ESTATE INDUSTRY [STATE] AWARD.

[11] 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.....\$50.00/week

For each additional kilometre per week.....30 cents

[12] 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.

[13] In lieu of the Sick Leave provisions contained in Clause 17, Sick Leave, of Part A of the REAL ESTATE INDUSTRY [STATE] AWARD Sick Leave shall be 1 week (40 hours) on full pay for each year of service. Such leave shall not be cumulative.

## **PART B**

### **TERM OF AGREEMENT**

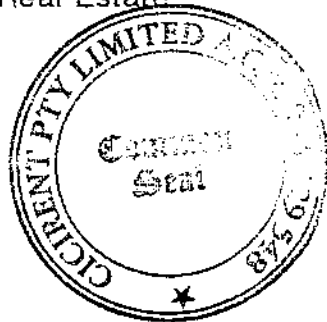
This Agreement shall operate from the date of Registration and shall remain in force for a period of three years unless varied or terminated earlier under the provisions provided by the Act.

PART 4

AGREEMENT

The foregoing Agreement:

- 1. Signed for and on behalf of Cicirent Pty Limited, trading as Century 21 James & Fear Real Estate



Witnessed:

Date:

*[Signature]*  
 \_\_\_\_\_  
 Napoleon Perdis - Director

*[Signature]*  
 \_\_\_\_\_  
 3.6.93

- 2. Signed:

Witnessed:

Date:

*[Signature]*  
 \_\_\_\_\_  
 Arthur Perdis - Salesperson

*[Signature]*  
 \_\_\_\_\_  
 3.6.93

- 3. Signed:

Witnessed:

Date:

*[Signature]*  
 \_\_\_\_\_  
 Amalita Perdis - Property Manager

*[Signature]*  
 \_\_\_\_\_  
 3.6.93

- 4. Signed:

Witnessed:

Date:

*[Signature]*  
 \_\_\_\_\_  
 Jeremy Hasham - Property Officer

*[Signature]*  
 \_\_\_\_\_  
 3/6/93

- 5. Signed:

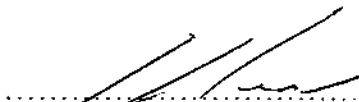
Witnessed:

Date:

*[Signature]*  
 \_\_\_\_\_  
 Stella Perdikaris - Property Officer

*[Signature]*  
 \_\_\_\_\_  
 3.6.93

2. Signed:

  
.....  
Scott Brennan - Salesperson

Witnessed:

  
.....

Date:

3.6.93  
.....