

ENTERPRISE AGREEMENT

NO: E.A. 337 /1993

DATE REGISTERED: 10.11.93

PRICE: \$ 16.00

# **ENTERPRISE AGREEMENT**

**BETWEEN**

**PITSCORE PTY. LIMITED**

**ACN 058 316 993**

**TRADING AS**

**MONTANO REALTY, MARRICKVILLE.**

**AND**

- 1. ANDREW MANFREDAS, SALESPERSON, OF 93 EVALINE STREET,  
CAMPSIE 2194.**
- 2. ANTHONY BELBY, SALES MANAGER, OF 21 / 20 HARRISON  
STREET, NEUTRAL BAY. 2089.**
- 3. LUIS DASILVA, SALESPERSON, OF 12 CONSTITUTION ROAD,  
DULWICH HILL. 2203.**
- 4. ANASTASIOS EVGENIOU, SALESPERSON, OF 3 / 61-63 GRAY  
STREET, KOGARAH. 2217.**
- 5. GIDEON LOKER, PROPERTY MANAGER, OF 29 ARTHUR STREET,  
CROYDON 2133.**
- 6. CON MAGIAS, SENIOR PROPERTY OFFICER, OF 5 ASHFORD  
STREET, ASHBURY. 2193.**
- 7. TRACEY - LEE PAMELA JONES, JUNIOR PROPERTY OFFICER, OF  
79 /3 RIVERPARK DRIVE, LIVERPOOL. 2170.**
- 8. ANGELO MESITI, LICENSED SALESPERSON, OF 6 WINDERMERE  
AVENUE, NORTHMEAD. 2152.**

**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 **PITSCORE PTY, LIMITED** trading as **MONTANO REALTY, MARRICKVILLE**, the one part and Employees of **MONTANO REALTY, MARRICKVILLE** 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 **MONTANO REALTY MARRICKVILLE Enterprise Agreement.**

[b] **INTENTION:** This Agreement shall only apply to Employees in the occupations identified, situated at **MONTANO REALTY, MARRICKVILLE, 274 ILLAWARRA ROAD, MARRICKVILLE NSW.**

[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 Montano Realty, Marrickville 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**



respect of Annual Leave, payments made in respect to Industry Superannuation, accruals for Long Service Leave, made under Government Legislation or by Award entitlement and payments made in accordance with Clause 36, Telephone, of the Real Estate Industry ( State ) Award shall also be offset against Incentive commission payments earned..

**[9]** Salespersons, Employed under Part B of the Award, Incentive Commissions in accordance with Clause 8 of this Agreement shall be payable from net commission and/or fees actually received by the Employer with respect to sales effected by the Salesperson after any listing service fees, Legal fees, conjunction agency fees, marketing fees in excess of vendor contributions, and any Goods and Services tax applicable have been deducted.

**[10]** Incentive Commissions shall be payable quarterly, and any debit balance accrued in accordance with Clause 8 of this Agreement shall carry forward to the next twelve month period thereby increasing the "break-through point" by such amount.

**[11]** 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.

**[12]** 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 200 per week.....\$75.00/week

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

Claims for reimbursement under this clause must be made by the employee on the employer in the following week to when the mileage was incurred.

[13] 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.

[14] 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 per year. Such leave shall not be cumulative from year to year.

[15] Performance reviews of Salespersons will be conducted by the employer on a regular basis, at least once every three months. These will be conducted with each individual employee and will assess the past performance, since the last review was conducted, and future performance requirements to the next anticipated review. These performance reviews will be the basis for the establishment of the salespersons targets and incentive commission payment for the next review period.

**PART 3.  
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 ,Pitscore Pty. Limited trading as  
Montano Realty, Marrickville.



*E. J. Montano*

**Edgar John Montano - Director**

Witnessed:

*R. Paskin*

Date:

*6.9.93*

2. Signed:

**Andre Manfredas - Salesperson**

Witnessed:

*R. Paskin*

Date:

*6.9.93*

3. Signed:

**Anthony Belby - Sales Manager.**

Witnessed:

*R. Paskin*

Date:

*6.9.93*

4. Signed:

*Luis Dalsilva*  
**Luis Dalsilva - Salesperson**

Witnessed:


*R. Paskin*

Date:

*6.9.93*



5. SIGNED.

  
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**Anastasios EVGENIOU - Salesperson**

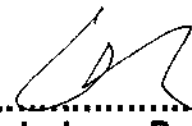
Witnessed:

  
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Date:

6.9.93  
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6. SIGNED:

  
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**Gideon Loker - Property Manager.**

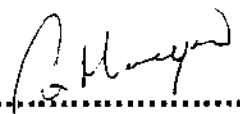
Witnessed:

  
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Date:

6.9.93  
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7. SIGNED:

  
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**Con Maglas -Senior Property Officer.**


Witnessed:

  
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Date:

6.9.93  
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8. SIGNED:

  
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**Tracey - Lee Pamela Jones -Junior Property Officer.**

Witnessed:

  
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Date:

6.9.93  
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9. SIGNED:

  
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**Angelo Mesiti -Licensed Salesperson.**

Witnessed:

  
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Date:

6.9.93  
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