

ENTERPRISE AGREEMENT

NO: E.A. 338 /1993

DATE REGISTERED: 10.11.93

PRICE: \$ 16.00

ENTERPRISE AGREEMENT

BETWEEN

JOHN WILLIAM FELGATE.

PROPRIETOR,

TRADING AS

CENTURY 21. FELGATE REAL ESTATE AUSTRALIA

AND

- 1. ERIN GAY HONEMAN, LICENSED SALESPERSON, OF 36 WATER STREET, CARRINGBAH NSW. 2229.**
- 2. DANIELE GAY HONEMAN, PART-TIME PROPERTY OFFICER, OF 36 WATER STREET, CARRINGBAH NSW. 2229.**
- 3. DIANE JOAN BOOTH, SALESPERSON, OF 44 YOUNG STREET, SYLVANIA NSW. 2224.**
- 4. FAY PATRICIA SANDHER, SALESPERSON, OF 63 / 479 THE BOULEVARDE, KIRRAWEE NSW. 2232.**
- 5. KELLIE LOUISE SANDHER, PROPERTY OFFICER, OF 63 / 479 THE BOULEVARDE, KIRRAWEE NSW. 2232.**

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 **JOHN WILLIAM FELGATE** trading as **CENTURY 21. FELGATE REAL ESTATE AUSTRALIA**, of the one part and Employees of Century 21. Felgate Real Estate Australia 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.FELGATE REAL ESTATE AUSTRALIA Enterprise Agreement.**

[b] **INTENTION:** This Agreement shall only apply to Employees in the occupations identified, situated at **CENTURY 21. FELGATE REAL ESTATE AUSTRALIA., Cnr. Kingsway and Willarong Road, Carringbah 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 Century 21. Felgate Real Estate Australia including, but not limited to, all systems, techniques, names and particulars of clients, prospects and contacts, sales, data base, listings and records, which become

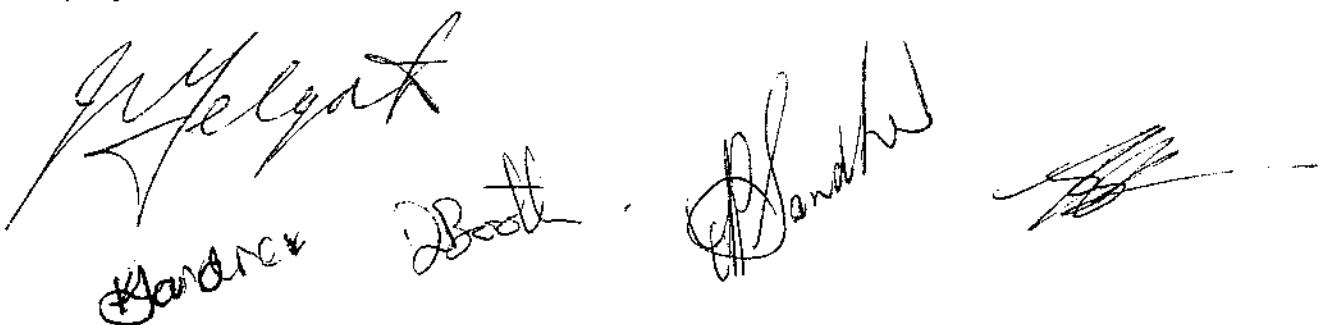
known to the Salesperson during the course of his/her employment with the employer;and / or

[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 to be worked outside this average must be authorised by the Employer in writing, any hours so authorised will be paid for at the ordinary hourly rate.

[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 covered by PART B of the Real Estate Industry (State) Award . In lieu there of Commission payments to Salespersons shall be as determined by the individual parties to this Agreement, from time to time, based on the economy, the individual Salespersons' performance as assessed by the employer, and the current property market. Commission payments in respect



employed under Part B of the Real Estate Industry (State) Award shall have offset against them any payments made in accordance with Clause 4, remuneration, Clause 11, locomotion, Clause 12, annual leave loading, of this Agreement; similarly, accrued payments in 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 commission payments earned..

[9] Salespersons, Employed under Part B of the Award, 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 Franchise fees, 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] Commissions shall be payable monthly, and any debit balance accrued in accordance with Clause 8 of this Agreement shall carry forward to the next or subsequent months until such balance arrives at a credit figure.

[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.

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 by JOHN WILLIAM FELGATE, PROPRIETOR trading as
Century 21. Felgate Real Estate Australia..

John William Felgate

John William Felgate - Proprietor

Witnessed:

R. Blaker

Date:

23.9.93

- 2. Signed:

Erin Gay Honeman

Erin Gay Honeman - Licensed Salesperson

Witnessed:

R. Blaker

Date:

23.9.93

- 3. Signed:

Daniele Gay Honeman

Daniele Gay Honeman - Property Officer.

Witnessed:

R. Blaker

Date:

23.9.93

4. SIGNED.

DJ Booth
.....
Diane Joan Booth - Salesperson

Witnessed:

R. Baker
.....

Date:

23.9.93
.....

5. SIGNED:

F. Sandher
.....
Fay Patricia Sandher - Salesperson

Witnessed:

R. Baker
.....

Date:

23.9.93
.....

6. SIGNED:

K. Sandher
.....
Kelle Louse Sandher -Property Officer.

Witnessed:

R. Baker
.....

Date:

23.9.93
.....