

ENTERPRISE AGREEMENT

NO: E.A. 68 /1993

DATE REGISTERED: 10-5-93

PRICE: \$ 18-00

ENTERPRISE AGREEMENT

BETWEEN

MONTANO CORP. PTY LTD

ACN 001 571 240

TRADING AS

MONTANO REALTY, PETERSHAM

AND

ATHINA BAYADI, CLERK, OF 12 NELSON AVENUE, BELMORE

ANNA PERRI, CLERK, OF 34 BARTON AVENUE, HABERFIELD

JOE MURATORE, CLERK, OF 44 FITZROY STREET, CROYDON

JOSEPH GIORDANO, SALES MANAGER, OF 5 KYONG STREET,
LANE COVE

GARRY FRANCIS, SALESPERSON, OF 15 TEMPLE STREET,
STANMORE

ELIZABETH CASAMENTO, SALESPERSON, OF 13 COURT ROAD,
DOUBLE BAY

KIM LACEY, SALESPERSON, OF 15/7 WYLWORRA AVENUE,
CREMORNE POINT

PETER HEDGES, SALESPERSON, OF 18 MORGAN STREET,
EARLWOOD

[1] This Enterprise Agreement, made in pursuance to the NSW Industrial Relations Act, 1991 and in accordance with the provisions of sections 115 to 142 of the said Act, entered into between Montano Corp. Pty Ltd trading as Montano Realty, Petersham, of 462 Parramatta Road, Petersham, NSW, of the one part and the Employees of Montano Realty, Petersham, with the following occupations:

Salespersons

as defined in the REAL ESTATE INDUSTRY {STATE} AWARD

Clerks

as defined in the CLERKS {STATE} AWARD

of the other part.

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

[a] **TITLE:** The Agreement shall be known as the **Montano Realty, Petersham, Sales Division Enterprise Agreement.**

[b] **INTENTION:** This Agreement shall only apply to Employees in the occupations identified situated at Montano Realty, Petersham, engaged in the Sales Division.

[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 of Salespersons previously regulated by the REAL ESTATE INDUSTRY {STATE} AWARD, and Clerks regulated by the CLERKS {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, where applicable to Salespersons, and the CLERKS {STATE}

AWARD as varied from time to time where applicable to Clerks, shall apply to the parties to this agreement.

PART 2

[3] All the terms and conditions, including pay rates, of the CLERKS {STATE} AWARD, as varied from time to time, shall apply to Clerks covered by this agreement.

[4] The terms and conditions of the REAL ESTATE INDUSTRY {STATE} AWARD, as varied from time to time, shall apply to Salespersons covered by this Agreement, with the exclusion of Clause 11, Letters of Appointment, and Clause 35, Locomotion, of that Award.

[5] The remuneration of Salespersons 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.

[6] In lieu of the Locomotion Allowance, prescribed under Clause 35 of the REAL ESTATE INDUSTRY {STATE} AWARD, the following allowances will be paid to Salespersons who use their own motor vehicle for authorised business purposes:

For all kilometres up to and including 150 per week...\$75.00/week.

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

[7] It is a condition of this Agreement that Salespersons paid in accordance with PART B of the REAL ESTATE INDUSTRY {STATE} AWARD, in accordance with Clause 5 of this Agreement, will have those amounts of remuneration offset or debited against Commission Payments earned in accordance with Clause 8 of this Agreement, as will payments under Clause 6 of this Agreement and payments earned in accordance with Clause 36, Telephone, of the REAL ESTATE INDUSTRY {STATE} AWARD.

[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 shall be as follows:

[a] Salespersons Commission shall be payable from the 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 employers nett commission from [a] above shall be split between listing and selling as follows:

	LISTING	SELLING	LISTING & SELLING
[i] 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 prior 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 commission from subclause [b] above, that is either listing or selling, or both listing and selling.

[d] In addition to Clause 7 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, 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] All Salespersons and associated Sales Employees with over three months service with the employer will be eligible to partake in a **Productivity Bonus** in accordance with the following formula:

[i] The **PRODUCTIVITY PAYMENT** shall be payable to all Salespersons and sales administrative staff in accordance with the above when nett gross sales after deducting Franchise Fees, conjunction agents commissions and directors sales are three times the operational costs of the employing agency,

provided that nett Agency expenses do not exceed 10 percentum of agency Net Commissions.

[ii] OPERATIONAL COSTS are defined as those costs included in Administration staff wages (excluding Directors salaries), Salespersons wages, commissions paid to non-salaried salespersons, superannuation contributions, Locomotion Allowances, Long Service Leave Contributions, Training and Seminar Costs, telephone and facsimile costs, annual leave accruals, Government charges on payroll (payroll tax, training levy), Government Taxes (GST), Workers compensation insurance and Professional Indemnity Insurance.

[iii] AGENCY EXPENSES are defined as costs associated with Advertising, Marketing, signs, Photocopying, brochures and postage direct mail, letterbox drops, courier charges, industry association fees, Council and Government fees, printing and stationery, and deducting them from vendor contributions to these costs.

[iv] Provided the above conditions are met the Productivity Payment will be **thirty-three and one third percentum** of nett gross sales divided evenly between Salespersons and Sales Administrative staff employed over the previous six months period. Where a Salesperson or a member of the Sales Administrative Staff has not had six months service with the Agency, but more than three months service, then that Salesperson's or member of the Sales administrative staff share of the Productivity Payment shall be that proportion of their service as it relates to six months.

[v] The start of the Productivity Payment shall be calculated from the start of the Registration of this Agreement.

[11]. Ordinary Hours of Employment. The ordinary hours of employment under this Agreement shall be a maximum of 40 hours per week averaged over a 52 week period.

TERM OF AGREEMENT

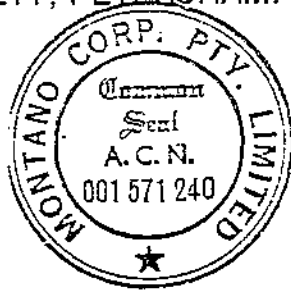
This Agreement shall operate from the date of Registration and shall remain in force for a period of three years unless varied or terminated earlier under the provisions provided by the Act

PART 4

AGREEMENT

The foregoing Agreement:

- 1. Signed for and on behalf of MONTANO CORP. PTY LTD Trading as MONTANO REALTY, PETERSHAM.



[Handwritten Signature]
 Vincent Montano - Director

Witnessed:.

[Handwritten Signature]

Date:

15th February 1993

- 2. Signed:

[Handwritten Signature]
 Athena Bayadi

Witnessed:

[Handwritten Signature]

Date:

15. 2. 1993

- 3. Signed:

[Handwritten Signature]
 Anna Perri

Witnessed:

[Handwritten Signature]

Date:

15. 2. 1993

The Foregoing Agreement:

4. Signed:


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Joe Muratore


Witnessed:


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Date:

15. 2. 1993
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5. Signed:


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Joseph Giordano

Witnessed:


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Date:

15. 2. 1993
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6. Signed:


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Garry Francis

Witnessed:


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Date:

15. 2. 1993
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7. Signed:


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ELizabeth Cassamento.

Witnessed:



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Date:


15. 2. 1993
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The Foregoing Agreement:

8. Signed:


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Kim Lacey

Witnessed:


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Date:

15. 2. 1993
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9. Signed:


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Peter Hedges

Witnessed:


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Date:

15. 2. 1993
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