

ENTERPRISE AGREEMENT

NO: E.A. 95 /1993

DATE REGISTERED: 30 JUNE 1993

PRICE: \$ 14 - 00

ENTERPRISE AGREEMENT

BETWEEN

JACKSON & ROWE PTY LTD

A.C.N. 000 336 541

TRADING AS

CENTURY 21 JACKSON & ROWE

AND

**CHARLES BAYNIE - SALESPERSON - OF 7/ 88 SHIRLEY
RD , WOLLSTONCRAFT.**

**DAVID COHEN - SALESPERSON - OF 30 GANMAIN RD.
PYMBLE.**

**BRENT CROWLEY - SALESPERSON - OF 95 ROLAND AVE.
WAHROONGA.**

**JENNIFER DWYER - SALESPERSON - OF 18 CAIRO ST.
CAMMERAY.**

**VENESSA MARSDEN - SALESPERSON - OF 16 FINCH
PLACE , PENDLE HILL.**

**GERAL WILLIAMSON - SALESPERSON - OF 36 WOOD ST,
LANE COVE.**

**SHARRON HARRIS - PROPERTY MANAGER - OF 2 / 77
PLYMOUTH CRESENT, KINGS LANGLEY.**

**GAIL LYELL - PROPERTY MANAGER - OF 119 ESSEX ST,
EPPING.**

**ANNETTE MUNROE - PROPERTY MANAGER - OF 11 / 56
WARIALDA ST, KOGARAH.**

[1] This Enterprise Agreement, 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 Jackson & Rowe Pty Ltd trading as Century 21 Jackson & Rowe of 5 Church Street Ryde NSW, 2112, of the one part and Employees of Century 21 Jackson & Rowe, Ryde 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 Jackson & Rowe, Ryde, Enterprise Agreement.**

[b] **INTENTION;** This Agreement shall only apply to Employees in the occupations identified, situated at Century 21 Jackson & Rowe at Ryde.

[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.

[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.

[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] 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 employed under Part B of the REAL ESTATE INDUSTRY [STATE] AWARD 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.

[6] The Salespersons 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 employment by the Employer: and/or

[b] disclose any information or details of the operations of CENTURY 21 Jackson Rowe including, but not limited to, all systems, techniques, names and particulars of clients, prospects and contacts, sales, data base,

base , listings and records , which become known to the salesperson during the course of his employment with the Employer ; and / or

(c) disclose any information which became known to the Salesperson during the course of his 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.

[7] The Salespersons and Property Managers and Officers further covenant that upon termination of employment that 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.

[8] **Ordinary hours of employment** under this Agreement shall be a maximum of 40 hours per week averaged over a 52 week period.

PART 3

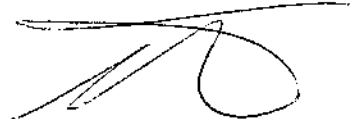
[9] **TERM OF AGREEMENT.** This Agreement shall operate from the date of Registration and shall remain in force for a period of three years unless varied or terminated earlier by the provisions provided by the Act.

PART 4.


AGREEMENT.

The foregoing Agreement:

(1) Signed for and behalf of JACKSON & ROWE PTY LTD trading as CENTURY 21 JACKSON & ROWE




Stephan Jackson - Director.

Witnessed: 

Date : 19-4-93

(2) 

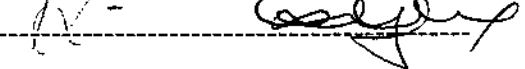
Charles Baynie - Salesperson.

Witnessed: 

Date: 19-4-93

(3) 


David Cohen - Salesperson.

Witnessed: 

Date: 19-4-93


(4) 

Brent Crowley - Salesperson.


Witnessed: 

Date: 19-4-93

(5)


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Jennifer Dwyer - Salesperson.

Witnessed:


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Date:

19-4-93
.....

(6)


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Venessa Marsden - Salesperson.

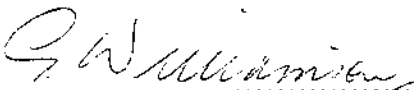
Witnessed:


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Date:

19-4-93
.....

(7)


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Geral Williamson - Salesperson.

Witnessed:


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Date:

19-4-93
.....

(8)


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Sharron Harris - Property Manager

Witnessed:


.....

Date:

19-4-93
.....

(9)


.....
Gail Lyell - Property Manager.

Witnessed:


.....

Date :

19-4-93
.....

(10)

A. Munro
.....
Annette Munroe - Property Manager

Witnessed:

[Signature]
.....

Date:

12-1-93
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