

ENTERPRISE AGREEMENT

NO: E.A. 167 /1994

DATE REGISTERED: 25-5-94

PRICE: \$ 16-00

# **ENTERPRISE AGREEMENT**

BETWEEN

**GILTINAN NOMINEES PTY LTD**

ACN 001 644 202

TRADING AS

**COOGEE REAL ESTATE & CO**

AND

**JAMES MICHAEL GILTINAN, SALESMAN, OF  
3/44 MEEKS STREET, KINGSFORD, NSW 2032**

**PETER JAMES GOULDING, PROBATIONARY SALESPERSON, OF  
33 GLENAYR AVENUE, BONDI, NSW, 2026**

**JACQUELINE STANLEY, PROPERTY OFFICER, OF 14 EURIMBLA  
AVENUE, RANDWICK, NSW, 2031**

**IRENE DERMATIS, PROPERTY OFFICER, OF 2 / 224 RAINBOW STREET,  
COOGEE, NSW, 2034.**

## **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 Giltinan Nominees Pty Ltd, trading as Coogee Real Estate & Co, 206 Coogee Bay Road, Coogee, of the one part, and Employees of Coogee Real Estate & Co 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 Coogee Real Estate & Co Enterprise Agreement.

[b] INTENTION: This Agreement shall only apply to Employees in the occupations identified, situated at Coogee Real Estate & Co at 206 Coogee Bay Road, Coogee, 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; Clause [36], Telephone; 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 only in accordance with Part C, Commission Only Salespersons, with the exclusion of classifications covered by Clause [43] 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 Coogee Real Estate & Co 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 for sale 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 voluntary and authorised by the Employer in writing, and 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. 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.

[9] Commissions shall be payable quarterly, and any debit target balance

In accordance with Clause [8] of this Agreement shall carry forward to the next or subsequent months until such balance is nullified.

[10] The weekly wage rates prescribed under Clauses [4] and [7] of this agreement shall be paid at all times, including Annual Leave, other prescribed periods of leave and other statutory entitlements, irrespective of whether commission payments prescribed under Clause [8] for sales in excess of target are accrued or not.

[11] It is a provision of the Agreement that all new Salespersons employed who have not had six months experience in the industry as a salesperson will, until they have that six months experience, or such shorter period as may be agreed, be known as Probationary Salespersons, and 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; promotion to Salesperson, during the probationary period, being on the basis of the Employee's performance and satisfying the Employer of his/her knowledge of the systems and culture of the Enterprise.

[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 vehicles for authorised business purposes:

- (a) A standing charge of \$75.00 per week, or one fifth of this allowance for each day for part time or casual useage.
- (b) Plus a kilometre rate of 20 cents per business kilometre travelled.

[13] In lieu of the Annual Leave Loading prescribed under Clause [37] and payments made under Clause [36], Telephone, of Part B of the REAL ESTATE INDUSTRY [STATE] AWARD employees under this Agreement shall be paid \$5.00 per week.

[15] 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.

[16] Performance reviews of Salespersons will be conducted by the Employer on a regular basis, at least 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 requirements to the next review.

## **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 Giltinan Nominees Pty Ltd, trading as Coogee Real Estate & Co:



*[Handwritten Signature]*  
 Robert John Giltinan - Director

Witnessed:

*[Handwritten Signature]*  
 18 APR 1994

Date:

- 2. Signed:

*[Handwritten Signature]*  
 James Michael Giltinan - Salesman

Witnessed:

*[Handwritten Signature]*  
 18 APR 1994

Date:

- 3. Signed:

*[Handwritten Signature]*  
 Peter James Goulding - Probationary Salesman


Witnessed:

*[Handwritten Signature]*  
 18 APR 1994


Date:



4. Signed:

  
.....  
Jacqueline Stanley - Property Officer

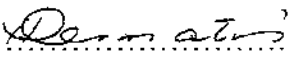
Witnessed:

  
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Date:

18 APR 1994  
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5. Signed:

  
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Irene Dermatis - Property Officer

Witnessed:

  
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Date:

18 APR 1994  
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