

ENTERPRISE AGREEMENT

NO: E.A. 1 /199~~4~~5

DATE REGISTERED: 3-1-95

PRICE: \$ 20-00

ENTERPRISE AGREEMENT

BETWEEN

BENNETT REAL ESTATE PTY LIMITED

ACN 001 831 509

TRADING AS

BENNETT REAL ESTATE

AND

1. PAMELA DENISE BENNETT, PROPERTY MANAGER, OF 17 VINCENT ROAD, KURRAJONG, NSW.
2. JOHN COLIN MACMILLAN BENNETT, SALESPERSON, OF 430 BELLS LINE OF ROAD, KURMOND, NSW.
3. LINDA JOY BENNETT, SALESPERSON, OF 17 VINCENT ROAD, KURRAJONG, NSW.
4. MICHAEL KENNETH BENNETT, SALESPERSON, OF 15 MORAY STREET, RICHMOND, NSW.
5. MARTIN ARTHUR SCHOEDDERT, SALESPERSON, OF 25 SILKS ROAD, KURMOND, NSW.
6. ~~PETER MATHEW COYTE, SALESPERSON, OF 7 DAVID STREET, WILBERFORCE, NSW.~~ *No Longer Employed*
7. ROXANNE MONIQUE SMITH, PROPERTY OFFICER, OF 124 LONDONDERRY ROAD, RICHMOND, NSW.
8. BELINDA JANE SHERRIFF, PROPERTY OFFICER, OF 46 VALDER AVENUE, RICHMOND, NSW.
9. IAN JOHN HARRINGTON, PROPERTY OFFICER, 5 SHERWOOD STREET, KURRAJONG, NSW.
10. JENNIFER IRENE HARRINGTON, PROPERTY OFFICER, OF 5 SHERWOOD STREET, KURRAJONG, NSW.
11. GREGORY PETER CRUMPTON, SALESPERSON, OF 1 / 2 JENKYN PLACE, BLIGH PARK, NSW.

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 **Bennett Real Estate Pty Limited**, trading as **Bennett Real Estate Agents** of the one part, and Employees of Bennett Real Estate Pty Limited, 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 **Bennett Real Estate, Agents, Kurrajong and Richmond Enterprise Agreement.**

[b] **INTENTION:** This Agreement shall only apply to Employees in the occupations identified, situated at **Bennett Real Estate Agents, 80 Old Bells Line of Road, Kurrajong, and 239 Windsor Street, Richmond, 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.

[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, Property Manager or Property Officer during his/her employment by the Employer: and/or

[b] Disclose any information or details of the operations of Bennetts Real Estate Agents 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, Property Manager or Property Officer 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 monthly.

[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 alternative allowances, as agreed between the Employer & Employee, will be paid to Employees who use their own motor vehicles for authorised business purposes:

- (i) (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.

Or Alternately

- (ii) A lump sum payment of one hundred and Fifty dollars (\$150.00) per week, to cover all 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 receive a payment of Five dollars per week in addition to payments under Clause [4] of this Agreement.

[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 for each year of service. Such leave shall not be cumulative.

[15] Performance reviews of all staff will be conducted by the Employer on a regular basis, at least every two 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

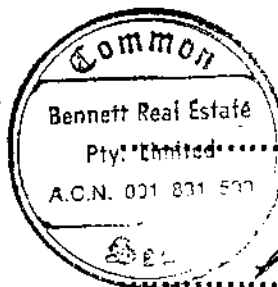
TERM OF AGREEMENT

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 **BENNETT REAL ESTATE PTY LIMITED** trading as **BENNETT REAL ESTATE.**



Pamela Denise Bennett
.....
Director

Witnessed:

R. Asker
.....

Date:

18 OCT 1994
.....

2

Pamela Denise Bennett
.....

Pamela Denise Bennett - Property Manager.

Witnessed:

R. Asker
.....

Date:

18 OCT 1994
.....

3.

John Colin MacMillan Bennett
.....

John Colin MacMillan Bennett - Salesperson

Witnessed:

R. Asker
.....

Dated:

18 OCT 1994
.....

4.

Linda Joy Bennett

Linda Joy Bennett - Salesperson.

Witnessed:

R. Gaskin

Date:

18 OCT 1994

5.

Michael Kenneth Bennett

Michael Kenneth Bennett - Salesperson.

Witnessed:

R. Gaskin

Date:

18 OCT 1994

6.

Martin Arthur Schoeddert

Martin Arthur Schoeddert - Salesperson

Witnessed:

R. Gaskin

Date:

18 OCT 1994

~~7.~~

No longer employed.

~~Peter Mathew Coyte - Salesperson.~~

~~Witnessed:~~

~~Date:~~

7.

RMS
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Roxanne Monique Smith - Property Officer.

Witnessed:

R. Parker
.....

Date:

18 OCT 1994
.....

8.

B. Sherriff
.....
Belinda Jane Sherriff - Property Officer.

Witnessed:

R. Parker
.....

Date:

18 OCT 1994
.....

9.

I. Harrington
.....
Ian John Harrington - Property Officer.

Witnessed:

R. Parker
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Date:

18 OCT 1994
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10.

J. Harrington
.....
Jennifer Irene Harrington - Property Officer.

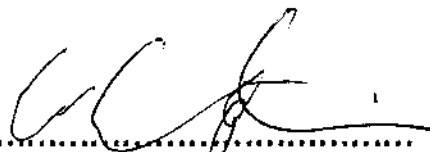
Witnessed:

R. Parker
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Date:

18 OCT 1994
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11.



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Gregory Peter Crumpton - Salesperson.

Witnessed:


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Date:

10 OCT 1994
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