

ENTERPRISE AGREEMENT

NO: E.A. 243 /1995

DATE REGISTERED: 12-7-95

PRICE: \$ 20-00

ENTERPRISE AGREEMENT

BETWEEN

JAN BLACK PTY LIMITED

ACN 003 826 084

TRADING AS

JAN BLACK REAL ESTATE.

AND

- 1. JOANNE DAWSON, PROPERTY OFFICER, OF 23 BUNA ROAD,
KANWALL, NSW.**
- 2. RAYMOND BOSDEN, SALES CONSULTANT / PROPERTY MANAGER, OF
29 STARR STREET, KILLARNEY VALE, NSW.**

RB JB JB

PART 1

[1] This Enterprise Agreement is Made in pursuance to the N.S.W. Industrial Relations Act, 1991, and in accordance with the provisions of Section 115 to 142 of the said Act, entered into between **Jan Black Pty. Limited** trading as **Jan Black Real Estate**, of the one part, and Employees of Jan Black Real Estate, with the occupations of:

**Salespersons
Property Manager
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 **Jan Black Real Estate Enterprise Agreement.**

{b} **INTENTION:** This Agreement shall only apply to employees in the occupations identified, situated at Jan Black Real Estate, at 564 The Entrance Road, Bateau Bay, NSW, 2261.

{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.

JB JD JB

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

AB AD AB

[b] Disclose any information or details of the operations of Jan Black Real Estate 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. In addition it is agreed that prior to termination of employment the salesperson, property manager or Officer will change the number of any mobile phone that is owned by him and which he/she has used for business purposes.

[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.

RB JD JP

[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 thereof 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 Salesperson's performance as assessed by the Employer, and the current property market. Commission payments in respect to Salespersons 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 [13], Locomotion; Clause [14], 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 shall also be offset against commissions 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 rental fees on office premises, franchise fees, listing service fees, legal fees, conjunction agency fees,

JB *JD* *JB*

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] The weekly rates of pay 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 the commission payments prescribed under Clauses [8], [9] and [10] are in debit or credit. A Debit balance of Commission does not disentitle an employee to the minimum Award wages and other statutory entitlements under any circumstances, including termination of employment.

[12] 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 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. Promotion to Salesperson during the probationary 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.

B JD JB

[13] In lieu of the Locomotion Allowances prescribed under Clause 35 of the REAL ESTATE INDUSTRY [STATE] AWARD the following allowance will be paid to Employees who use their own motor vehicles for authorised business purposes:

- (a) A standing charge of \$50.00 Per week, or one fifth of that amount for casual daily useage; plus

[14] 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 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 requirements to the next review.

RB, JB

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.

RB JD JB

PART 4

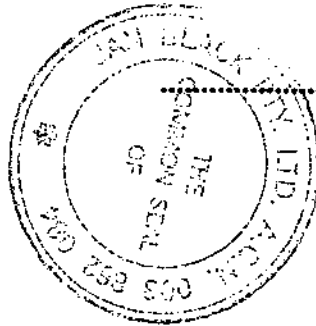
AGREEMENT

The foregoing Agreement:

1. Signed for and on behalf of Jan Black Pty Limited trading as Jan Black Real Estate.

Witnessed:

Date:



J Black
.....
Jan Black
- Director -
J Black
.....
26 APR 1995
.....

2. Signed:

Witnessed:

Date:


J Dawson
.....
Joanne Dawson - Property Officer.
J Black
.....
26 APR 1995
.....

J B *J B* *J B*

3. Signed:


.....
Raymond Bosden - Sales Consultant / Property Manager.

Witnessed:


.....

Date:

26 APR 1995
.....

RB. JD JB

ENTERPRISE AGREEMENT

NO: E.A. 244 /1995

DATE REGISTERED: 12-7-95

PRICE: \$ 20.00

ENTERPRISE AGREEMENT

BETWEEN

DENIS SMITH REALTY PTY LTD

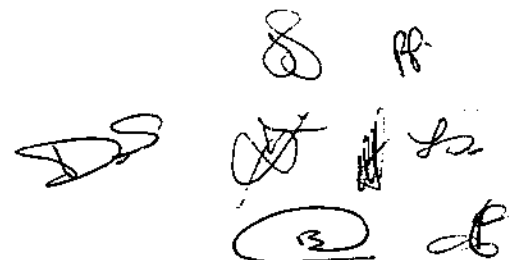
ACN 003 795 051

TRADING AS

**NORTHLAKES (LAKE HAVEN) FIRST NATIONAL
REAL ESTATE.**

AND

1. **KAREN DENISE SMITH, PROPERTY MANAGER, OF 40 KARANGAL
CRESCENT, BUFF POINT, NSW, 2262.**
2. **RICHARD NEVILLE PHILLIPS, SALES CONSULTANT, OF 71 DALNOTT
ROAD, GOROKAN, NSW, 2263.**
3. **MARK WARICK HICKS, SALES CONSULTANT, OF 23 KERRY LOUISE
AVENUE, NORAVILLE, NSW, 2263.**
4. **PETER JOHN FORD, SALES CONSULTANT, OF 28 TWIN LAKES DRIVE,
LAKE HAVEN, NSW, 2263.**
5. **BRYAN THOMAS DOYLE, SALES CONSULTANT, OF 77 LEONARD
AVENUE, TOUKLEY, NSW, 2263.**
6. **VIVIAN JOHN COOPER, SALES CONSULTANT, OF 352A
TUGGERAWONG ROAD, TUGGERAWONG, NSW, 2259.**
7. **LYNN ANNETTE SMITH, PROPERTY OFFICER, OF 343 TUGGERAWONG
ROAD, TUGGERAWONG, NSW, 2259.**

Handwritten signatures and initials, including a large 'DS' on the left, and several other initials and a circled '3' on the right.

PART 1

[1] This Enterprise Agreement is Made in pursuance to the N.S.W. Industrial Relations Act, 1991, and in accordance with the provisions of Section 115 to 142 of the said Act, entered into between **Denis Smith Realty Pty. Ltd trading as Northlakes (Lake Haven) First National Real Estate**, of the one part, and Employees of Northlakes (Lake Haven) First National Real Estate, with the occupations of:

**Salespersons
Property Manager
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 **Northlakes (Lake Haven) First National Real Estate, Enterprise Agreement.**

{b} **INTENTION:** This Agreement shall only apply to employees in the occupations identified, situated at Northlakes (Lake Haven) First National Real Estate, at Shop 71, Lake Haven Shopping Centre, Lake Haven Drive, Lake Haven , 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.

DS
S
P.
L.
R.

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

Handwritten signatures and initials: DS, AP, LS, and others.

[b] Disclose any information or details of the operations of Northlakes (Lake Haven) First National Real Estate, 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. In addition it is agreed that prior to termination of employment the salesperson, property manager or Officer will change the number of any mobile phone that is owned by him and which he/she has used for business purposes.

[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.

Handwritten signatures and initials: DS, S, L, R, B, and others.

[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

Handwritten signatures and initials: DS, RP, LS, and other illegible marks.

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:

A standing charge of \$50.00 per week, or one fifth of this allowance for each day for part time or casual usage.

[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,

Handwritten signatures and initials: PS, RP, Lo., (R), and others.

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 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.

Handwritten initials and signatures: S, D, H, L, S, R, H, and a signature.

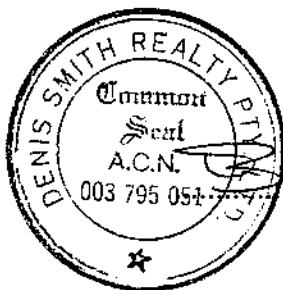
Handwritten initials: DS and a circled number 3.

PART 4

AGREEMENT

The foregoing Agreement:

1. Signed for and on behalf of **Denis Smith Realty Pty Limited** trading as **Northlakes (Lake Haven) First National Real Estate.**



[Handwritten signature]

- Director -

Witnessed:

[Handwritten signature]

10 MAY 1995

Date:

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2.

[Handwritten signature]

Karen Denise Smith - Property Manager.

Witnessed:

[Handwritten signature]

10 MAY 1995

Date:

.....

[Handwritten mark]

3.

R N Phillips
.....

Richard Neville Phillips - Sales Consultant

Witnessed:

R. Baker
.....

Dated:

10 - 5 - 95
.....

4.

[Signature]
.....

Mark Warick Hicks - Sales Consultant.

Witnessed:

R. Baker
.....

Date:

1 0 MAY 1995
.....

5.

[Signature]
.....
Peter John Ford - Sales Consultant.

Witnessed:

R. Baker
.....

Date:

1 0 MAY 1995
.....

6.

[Signature]
.....
Bryan Thomas Doyle - Sales Consultant.

Witnessed:


R. Baker
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Date:


1 * MAY 1995
.....

12

7.


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Vivian John Cooper - Sales Consultant.

Witnessed:


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Date:

10 MAY 1995
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8.


.....
Lynn Annette Smith - Property Officer.

Witnessed :


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Date:

10 MAY 1995
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