

ENTERPRISE AGREEMENT

NO: E.A. 69 /1993

DATE REGISTERED: 10-5-93

PRICE: \$ 12-00

ENTERPRISE AGREEMENT

BETWEEN

OCEAN REALTY PTY. LTD.
ACN. 050 045 273.

TRADING AS

ROBERT R. ANDREW {SUTHERLAND AND CRONULLA}

AND

{MRS.} ELIZABETH BUCK --- PROPERTY MANAGER
OF 14 YARRABURRA STREET, GYMEA BAY.

{MR.} ANTHONY STRONG -- SALESPERSON
OF 15 OAKES STREET, CRONULLA.

{MR.} JUSTIN BUCK ---- SALESPERSON
OF 14 YARRABURRA STREET, GYMEA BAY.

{MS.} VESNA DUGANDZIC -- SALESPERSON
OF 14 CAMBRIDGE STREET, PENSHURST.

{MR.} PETER HAMILTON ----- SALESPERSON
OF 234 ELLESMERE ROAD, GYMEA BAY.

{MR.} JOHN GLENDENNING----- SALESPERSON
OF 155 FOREST ROAD, GYMEA.

{MISS} NINA MCCLENAGHAN --- SALESPERSON
OF 126 CAWARRA ROAD, CARINGBAH.

[1.] This Enterprise Agreement, made in pursuance to the N.S.W. Industrial Relations Act, 1991 and in accordance with the provisions of Sections 115 to 142 of the said Act, entered into between Ocean Realty Pty. Ltd. trading as Robert R. Andrew {Sutherland and Cronulla} of 13 to 15 Kingsway, Cronulla, N.S.W., of the one part and the Employees of Robert R. Andrew {Sutherland and Cronulla} in the Sutherland and Cronulla Agencies with the following occupations:

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 **Robert R. Andrew {Sutherland and Cronulla} Enterprise Agreement.**

[b] **INTENTION:** This Agreement shall only apply to Employees in the occupations identified situated at Robert R. Andrew Real Estate Agencies at Sutherland and Cronulla.

[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.

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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, and Clause 35, Locomotion, of that Award.

[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.

[5] 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 vehicle for authorised business purposes :

Vehicles up to 1600 c.c. engine size-----	30 cents per business km
Vehicles above 1600 c.c. to 2600 c.c. engine size-----	40 cents per business km.
Vehicles above 2600 c.c. engine size-----	48 cents per business km.

[6] It is a condition of the Agreement that Employees paid in accordance with Part B of the REAL ESTATE INDUSTRY {STATE } AWARD, in accordance with Clause 4 of this Agreement, will have these amounts of remuneration offset or debited against Commission Payments earned in accordance with Clause 7 of this Agreement, as will payments under clause 5 of this Agreement, payments earned in accordance with Clause 36, Telephone, of the REAL ESTATE INDUSTRY {STATE} AWARD, payments

for accrued Annual Leave, Long Service Leave and Industry Superannuation.

[7] 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 and subject to the provisions of Clause 6 of this Agreement the Minimum Commission payments to Salespersons shall be 15 percentum of Properties listed by the Salesperson for exclusive Sale and a further 15 percentum for the Sale of all properties by the salesperson.

The percentages expressed on Commission payments are percentages based on the Net commission paid to the Employer Agency in respect to the property sold , and will be payable Monthly, subject to Clause 6 of this Agreement, based on Commission Payments received and settled by the agency for that month.

[8] 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.

PART 3

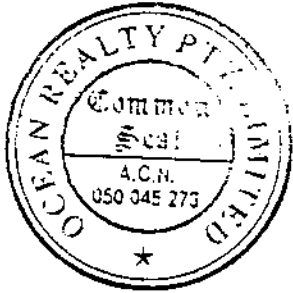
TERM OF AGREEMENT

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 by the provisions provided by the Act.

AGREEMENT

The foregoing Agreement;

1 Signed for and on behalf of OCEAN REALTY PTY. LTD.
Trading as ROBERT R ANDREW {SUTHERLAND and
CRONULLA}



[Handwritten signature]

Jeffrey Forsyth
Managing Director.

Witnessed:

[Handwritten signature]

Date

26. 7. 93

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[Handwritten signature]

Elizabeth Buck.- Property Manager

Witnessed:

[Handwritten signature]

Date

26. 7. 93

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Nina McClenaghan-salesperson

Witnessed

[Handwritten signature]

Date

26. 7. 93

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Anthony Strong - Salesperson

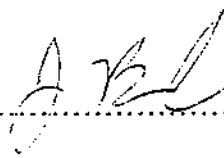
Witnessed



Date

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Justin Buck - Salesperson

Witnessed



Date

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26. 2. 93

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Vesna Dugandzic - Salesperson

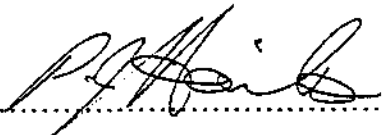
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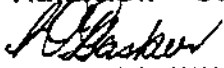
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Peter Hamilton - Salesperson

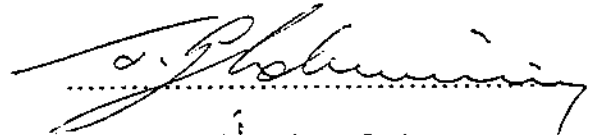
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Date

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John Glendenning-Salesperson

Witnessed



Date

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26. 2. 93