

ENTERPRISE AGREEMENT

NO: E.A. 22 /1993

DATE REGISTERED: 11-2-93

PRICE: \$ 10.00

This agreement was made this date of registration between Burraneer Developments Pty. Limited (ACN 000 472 186) a company duly incorporated on 19th August, 1964 and having its registered office at 726 Princes Highway Sutherland (hereinafter called the Enterprise Employer) of the first part, AND the employees of the Enterprise Employer with the following trades : carpentry (including apprenticeship) and builders' labouring of the other part.

It is agreed by the parties as follows:

1. TITLE OF AGREEMENT

This agreement shall be known as the Burraneer Developments Pty. Limited Enterprise Agreement.

2. INTENTION

This agreement shall only apply to employees in the carpentry trade and building labourers.

The purpose of this agreement is to adopt measures which will improve the efficiency of the Enterprise Employer's construction methods and provide workers with more fulfilling and better paid jobs.

3. DURESS

This agreement was not entered into under duress by any party to it.

4. INCIDENCE

This agreement shall regulate totally the terms and conditions of employment previously regulated by the Building Tradesmen (State) Construction Award, Building Construction Industry Labourers on Site (State) Award and Carpenters, Joiners & Bricklayers (State) Apprenticeship Award.

5. TERMS AND CONDITIONS OF EMPLOYMENT

This agreement shall take effect from the date of registration and shall remain in force for a period of three years.

a) Termination of Employment

Two week's notice of the termination of the employment engagement shall be given on either side or two week's pay shall be paid or forfeited in lieu thereof. The employer retains the right to dismiss any employee without notice for misconduct or refusing duty.

b) Classifications/Wages

CARPENTERS (min. 5 yrs employment)

\$15-80 per hour plus \$10-10 daily fares allowance

CARPENTERS (others)

\$13-00 per hour plus \$10-10 daily fares allowance

APPRENTICE CARPENTERS (indentured on site)

1st Year	\$172-30 per week	Fares allowance	\$9-40 per day
2nd Year	\$244-40 per week	Fares allowance	\$9-80 per day
3rd Year	\$318-00 per week	Fares allowance	\$9-85 per day
4th Year	\$370-30 per week	Fares allowance	\$10-00 per day

Tool allowance \$16-50 per week

Note: Tool allowance will be paid bi-annually on receipt of purchase accounts

LABOURERS

Group 2 Scaffolder, Powder Monkey, Hoist or Winch Driver, Foundation Shaftman, Steelfixer including Tackwelder, Concrete Finisher
\$12-00 per hour plus \$10-10 daily fares allowance

Group 3 Bricklayer's Labourer, Plasterer's Labourer, Assistant Rigger, Assistant Powder Monkey, Demolition Worker (after 3 months experience), Gear Hand, Pile Driver, Tackle Hand, Jack Hammerman, Mixer Driver (Concrete), Steel Erector, Aluminium Alloy Structural Erector, (whether pre fabricated or otherwise), Gantry Hand or Crane Chaser, Cement Gun Operator, Concrete Gang including Concrete Floater, Roof Layer (malthoid or similar material), Dump Cart Operator, Underpinner Steel or Bar Bender to pattern or to plan Concrete Formwork Stripper, Builders Labourers
\$11-15 per hour plus \$10-10 daily fares allowance

All the above classifications subject to \$0-25 per hour extra in lieu of 17.5% annual leave loading and building industry picnic day.

Notwithstanding the above wage rates, the rates of pay will never be less than the appropriate award.

c) Occupational Superannuation

As per percentage rate by law to be invested for each employee.

d) Hours of Work

Maximum forty hours per week, Monday to Friday, between 7.00 am and 3.30 pm.

Meal break - allowance of thirty minutes in one session at a time to be agreed upon.

Morning tea - ten minutes without leaving site.

e) Payment of Wages

Wages to be paid weekly every Thursday.

f) Skill Development, Education and Training

The Enterprise Employer will agree to train employees to further their skill levels - costs to be met by employer as in accordance with Training Guarantee Levy.

g) Public Holidays, Leave etc.

Minimum award payments will apply

Annual leave loading will not be applicable

Annual picnic day will not be part of this agreement

Sick leave - 5 days per year not accruable - if not taken, 50% of untaken time to be paid as bonus

Long Service Leave as per the Act

h) Disputes/Grievance Handling Procedure

1. Employee notifies the employer (in writing or otherwise) as to the substance of the grievance, requests a meeting with the management and states the remedy sought.

2. Discussion held between employee and foreman.

If the matter is not resolved

3. Employee confers with senior manager.

if the matter is not resolved

4. Joint meeting with more senior management representative.

if the matter is not resolved

5. Referral to a mutually agreeable third part for mediation.

If the matter is not resolved

6. Referral to the Industrial Relations Commission

During the above procedures reasonable time limits are to be set for discussion at each stage, normal work is to continue while the procedure is being followed, and if the matter has not been resolved at the conclusion of the discussion, the employer must provide a response to the employee's grievance, including reasons for not implementing any proposed remedy.

i) Bereavement Leave

An employee shall on the death within Australia of a wife, husband, father, mother, brother, sister, child, stepchild, mother-in-law, or father-in-law, be entitled on notice to leave up to and including the day of the funeral of such relation, and such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in two ordinary days of work.

Proof of such death shall be furnished by the employee to the satisfaction of his employer:

Provided that this clause shall have no operation while the period of entitlement to leave under it coincides with any other period of entitlement to leave.

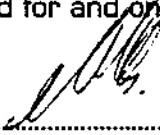
Provided further that, with the consent of the employer, which consent shall not be unreasonably withheld, an employee shall, in addition to this entitlement to paid bereavement leave, be entitled to reasonable unpaid bereavement leave up to ten working days in respect of the death within Australia or overseas of a relation to whom the clause applies, and that any dispute as to the granting of unpaid bereavement leave may be referred to the Industrial Relations Commission of New South Wales.

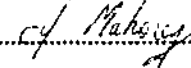
For the purpose of this clause the words "wife" and "husband" shall include a person who lives with the employee as a defacto wife or husband.

j) Jury Service

An employee required to attend for jury service shall be entitled to have his pay made up by the employer to equal his ordinary pay as for eight hours (inclusive of accrued entitlements prescribed by clause 5[d]) per day plus fares whilst meeting this requirement. The employee shall give his employer proof of such attendance and the amount received in respect of such jury service.

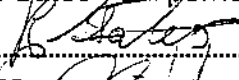
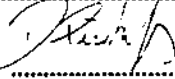
Signed for and on behalf of Burraneer Developments Pty. Limited.


.....
Michael Lance Gripps - Director

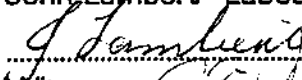
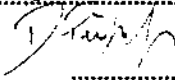

.....
Witness
Date 13.11.92

Signed by

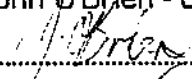
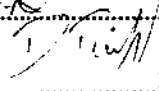
.....
Ronald Gates - Carpenter


.....
Witness 
Date 13.11.92

.....
John Lambert - Labourer


.....
Witness 
Date 13.11.92

.....
John O'Brien - 3rd Year Apprentice Carpenter


.....
Witness 
Date 13.11.92