

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA 97/79

I.R.C. NO: 97/765

DATE APPROVED/COMMENCEMENT: 7 April 1997 and effective from the beginning of the first pay period on or after 25 March 1997.



TERM: 2 years

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 19

TITLE: Jim Gauld's Building Company Pty Ltd Enterprise Agreement

COVERAGE/DESCRIPTION OF

EMPLOYEES: To apply to all employees covered by the Building Tradesmen (State) Construction Award and Clerical and Administrative Employees (State) Award.

PARTIES: Jim Gauld's Building Company Pty Ltd -&- Teresa Malvestiti, Andrew Gould, Matthew Eather, Leonard Gould, Glen Davies, Glenn Goodyer, Johan Plakinger, Shaun Thomas.

'A'

This is the annexure made 'A'
referred to in The Affidavit of

James Stuart Gauld
dated *twelfth of February 1997*

Gregory Kerr
GREGORY KERR
Solicitor Broadmeadow

JIM GAULD'S BUILDING COMPANY PTY LTD

ENTERPRISE AGREEMENT



Between

Jim Gauld's Building Company Pty Ltd

&

its Employees

January 1997

JIM GAULD'S BUILDING COMPANY PTY. LTD. ENTERPRISE AGREEMENT

This Enterprise Agreement is made between Jim Gauld's Building Company Proprietary Limited, Gauld's Constructions Proprietary Limited, and Wattle Ponds Secretarial Service Proprietary Limited (hereinafter collectively called 'the Company') of the one-part and its employees.

WHEREAS

- A) The Company is engaged primarily in the commercial and domestic construction industries, and associated works, and the provision of office support services incidental to that undertaking.
- B) The location of the Company's depot and office is at Suite 3, 254 John Street, Singleton, and its employees are employed from the said depot.
- C) The parties consider that due to the nature of their work that the existing award provisions are inappropriate to their circumstances and have reached an agreement on an alternative mechanism to regulate employees wages and conditions of employment, as is hereinafter provided in this agreement.



NOW IT IS AGREED BY THE PARTIES AS FOLLOWS:-

1 Title

This Agreement shall be known as the Jim Gauld's Building Company Proprietary Limited Enterprise Agreement 1997.

2 Arrangement

<u>Clause</u>	<u>Content</u>
1.	Title
2.	Arrangement
3.	Objectives of the Agreement
4.	Commitment
5.	Parties, Scope, Duration
6.	No Extra Claims
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8.	Contract of Employment
9.	Classifications & Rates of Pay
10.	Sick Leave
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13.	Overtime
14.	Inclement Weather
15.	Annual Leave
16.	Special Leave
17.	Annual Close-Down
18.	Specialist Subcontractors
19.	Limited Overtime Availability
20.	Payment of Wages
21.	Travel and Vehicle Allowances
22.	Health & Safety
23.	Disciplinary Procedures
24.	Superannuation
25.	Redundancy
26.	Union Membership



3 Objectives of the Agreement

This Agreement has been developed by representatives of the Company and its employees.

The objectives of this Agreement are to:

- * contribute to long term improvement in the company's performance in regard to profitability, market share, and competitiveness, and so support the labour cost increases which are included herein;

- * provide the means by which management and its employees can introduce significant flexibility at the workplace and promote management practices geared towards matching international best practice standards, through implementation of the efficiency measures contained herein and the promotion of a culture of continuous learning and improvement; and
- * provide an improved employment environment that encourages and rewards safe working practices, high quality of work, self-improvement, and which will provide increased job-satisfaction and security of employment.

4 Commitment

The parties to this Agreement commit themselves to ensuring that the objectives of the Agreement are achieved in the following ways:

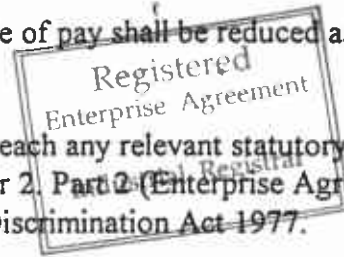
- * through consultative processes and a free flow of information, the development of an environment where there will be better understanding between the Company, and its employees;
- * actual implementation of the efficiency measures in this Agreement to achieve real gains in productivity, but not at the expense of health and safety standards;
- * establishment of quality procedures;
- * establishment of a structured learning programme appropriate to the needs of the employees and the Company;
- * introduction of greater scope for employee participation through improved organisation; and
- * ensuring that the Disputes Settlement Procedures provided in the Agreement are strictly adhered to.

5 Parties, Scope, Duration

- 5.1 **Parties Bound**: This Agreement shall be binding on Jim Gauld's Building Company Pty Ltd, Gauld's Constructions Pty Ltd, and Wattle Ponds Secretarial Service Pty Ltd on the one hand (which are related companies under the Corporations Law), and the Companies' employees on the other.
- 5.2 **Agreement Voluntary**: This Agreement was not entered into under duress by any party to it.
- 5.3 **Application**: This Agreement shall apply to all employees of the Company covered under the *Building Tradesmen (State) Construction Award*, and the *Clerks (State) Award* (collectively, the Awards).

This agreement shall apply at the company's depot located at Suite 3, 254 John Street, Singleton New South Wales, and from which the enterprise is conducted, in respect of any work carried out by direct employees of the company with respect to or incidental to Commercial or Domestic building and construction, and the provision of office support services incidental to those activities.

- 5.4 **Relationship to Parent Awards:** Where there is any inconsistency between this Agreement and the Awards or any "splinter" Awards related to the Awards this Agreement shall prevail to the extent of the inconsistency.
- 5.5 **Period of Operation:** This Agreement shall come into effect from the beginning of the first full pay period commencing on or after the date of registration as an Enterprise Agreement pursuant to the provisions of the (NSW) Industrial Relations Act 1996, and shall continue in force for two years.
- 5.6 **Existing Rates of Pay:** No employee's ordinary rate of pay shall be reduced as a result of this Agreement.
- 5.7 **Anti-Discrimination:** This Agreement does not breach any relevant statutory requirements, including the requirements of Chapter 2, Part 2 (Enterprise Agreements) of the Industrial Relations Act 1996 and the Anti-Discrimination Act 1977.



6 No Extra Claims

The parties agrees not to pursue any extra claims against each other for the life of this Agreement.

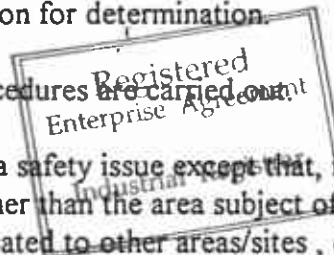
7 Consultation & Dispute Resolution

- 7.1 This Agreement was negotiated by a committee consisting of 1 representative of the Company and all the employees.
- 7.2 **Consultation:** Consultation and participation are essential to improved workplace relations. The workforce shall be consulted and have an input into decision making. The existing consultative mechanisms within the company provide for this, and shall continue.
- 7.3 **Dispute Settlement Procedure:** The parties to this agreement are committed to minimising the incidence of lost-time or production arising out of disputes or grievances, and to resolving any disputes by consultation and co-operation.

Accordingly it is agreed that the following procedures will be adhered to at all times:

- (i) Any dispute or grievance arising out of the implementation or interpretation of this Agreement shall be referred to the Consultative Group in the first instance which shall endeavour to resolve the issue(s). If the Group is unable to resolve the dispute, it shall be resolved in accordance with the procedures set out below.

- (ii) Any dispute to which (i) above does not apply, shall be referred by the employee(s) to the immediate supervisor in the first instance.
- (iii) If at this stage the matter cannot be resolved, the employee(s) shall raise the matter with the Company's Site/Project Manager, or in his/her absence with other Senior Management.
- (iv) If not settled at this stage, the matter will be referred to the Consultative Group for consideration.
- (v) The employee(s) may if they wish refer the matter to their Union, and the Union Secretary or his/her nominee shall discuss the matter with the Managing Director of the Company.
- (vi) If not resolved at either of stages (iv) or (v) the matter will be submitted to the New South Wales Industrial Relations Commission for determination.
- (vii) Normal work will continue while the above procedures are carried out.
- (viii) The above procedures will apply in the event of a safety issue except that, in such an event, normal work shall continue in areas other than the area subject of the dispute, and employees in that area shall be relocated to other areas/sites, or undertake training, forward planning, or other appropriate activities, until the matter is resolved. No employee shall be permitted to work in an unsafe area other than for safety rectification purposes.



8 Contract of Employment

8.1 Engagement of Employees:

- (i) All prospective employees shall complete an Application for Employment form prior to engagement. Applicants may be required to undertake a pre-employment medical, the cost of which shall be borne by the Company. Any employee who knowingly provides false information in his/her Application or in the medical may be dismissed.
- (ii) All employees (other than casuals) shall initially be engaged on probation for a period of three months, and shall be paid as for daily hire. During this period should either party not be satisfied with the relationship, employment may be terminated by either party without recrimination and such termination shall not constitute harsh, unjust or unreasonable termination.
- (iii) All new employees will undergo an industry approved safety induction programme.

8.2 Termination of Employment: Employment, other than casual employment, may be terminated in the manner prescribed in the relevant Award.

8.3 Casual Employment: The Company may engage casual employees for a period of up to 30 days in any one engagement, subject to the following:

- (i) a casual employee for working ordinary time shall be paid at the relevant rate as prescribed in clause 9 of this Agreement for each hour worked, plus a loading of twenty (20%) per cent. The twenty per cent loading herein is in lieu of public holidays, sick leave, redundancy, and to compensate for the nature of casual employment.
- (ii) a casual employee shall be paid for a minimum of three (3) hours work;
- (iii) casual employment may be terminated by the giving of an hour's notice on either side, or the payment or forfeiture of an hour's pay.
- (iv) casual employees shall be entitled to the benefits of Clauses 9 (Classifications & Rates of Pay), clause 13 (Overtime), and, subject to their earning more than \$450 in any month, 24 (Superannuation), but shall not be entitled to any redundancy contribution as specified in Clause 25; and
- (v) casual employees shall be required to have appropriate footwear on commencement with the Company.

9 Classifications & Rates of Pay

9.1 Classifications & Rates of Pay:

9.1.1 Classifications and Rates of pay shall be as set out at Table 1, and shall be increased each year by 4% from the beginning of the first pay period commencing on or after the anniversary of the date of registration of the Agreement.

The rates in Table 1 include Industry, Tool, and Special Allowances and "follow-the-job" loading (where applicable), and in respect of "on-site" classifications a component to compensate for non-accrual of Rostered Days Off.

If at any time the rates of pay under this Agreement are less than the Award rate, the Award rate shall apply.

9.2 Productivity Allowance: In addition to the above rates, "on-site" employees shall receive a productivity allowance of \$0.45 per hour for each worked, which is paid in recognition of the productivity measures included this Agreement, and which shall substitute for all Special Rates provided under the *Building Tradesmen (State) Construction Award* and the other on-site Awards, and for First-Aid officer allowance.

9.3 Site Allowances: Where under its contractual obligations for particular projects/sites, the company is obliged to pay productivity or site allowances (including those awarded by the relevant industrial tribunals), and where any agreement under which such allowances arise provides for productivity measures not included in this Agreement, the company may, at its discretion, adopt some or all of those additional measures for the duration of that project.

9.4 Apprentices: Wages and conditions for apprentices shall be in accordance with this Agreement.

10 Sick Leave

Employees shall be entitled to sick leave as per the relevant Award, provided that in addition to or in substitution for the Award requirements, an employee shall:



- (i) as far as is practicable, advise their supervisor or the Company office before 7:00am of his or her inability to attend for duty and the nature of the illness or injury and the estimated duration of the absence; and
- (ii) for any absence of 2 days or more, or any single day absence after 2 single day absences, on or before his or her return to work, produce a certificate from a duly qualified medical practitioner that, in the practitioner's opinion, the employee was unable to attend for duty due to personal illness or injury (the nature of which shall be stated in the certificate), and the period of the inability to attend for duty.
- (iii) where the company has reasonable cause to query any certificate provided by an employee, management may direct the employee to attend a further examination by a doctor of its nomination, and the company shall bear the cost of that examination.

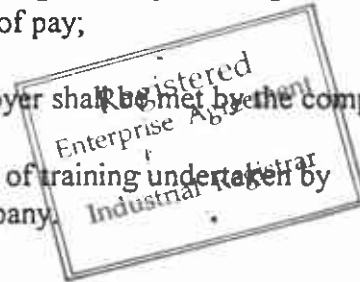
11 Training

11.1 Objectives: The parties to this Agreement recognise that in order to increase the efficiency and competitiveness of the Company, a greater commitment to training and skills development is required of the Company and its employees. Accordingly the parties commit themselves to:

- (i) developing a more highly skilled and flexible workforce;
- (ii) providing employees with the opportunity to acquire additional skills; and
- (iii) removing demarcation barriers to enable utilisation of skills acquired.

11.2 Training Programme: A training programme will be developed in consultation with the employees, consistent with the following:

- (i) training will be consistent with the company's business requirements, relevant to the work of the employees, and consistent with the level of skills development of each employee;
- (ii) training may be taken either on or off the job with all reasonable steps being taken to conduct training in normal working hours;
- (iii) if an approved training activity is undertaken during ordinary working hours, the employee(s) concerned shall not suffer any loss of pay;
- (iv) training costs of courses approved by the employer shall be met by the company;
- (v) the company will not be asked to meet the costs of training undertaken by employees which was not approved by the company.



12 Hours of Work

12.1 Ordinary Hours: The ordinary working hours shall be 40 hours per week to be worked Monday to Friday inclusive, between the hours of 6:00 am to 6:00 pm, on any one of the following arrangements:

- (i) up to 10 hours per day up to a total of 40 hours; OR
- (ii) 8 hours per day

The method of working ordinary hours may be varied from site to site in order to meet the needs of specific projects. The Company shall give at least two weeks notice prior to the beginning of any project of the method to apply to that project or of any proposed change to the method to apply to any project. Where a change in working patterns would create genuine hardship to any employee the Company shall take reasonable steps to minimise that hardship.

12.2 Overtime: Any hours worked outside the span of hours set in 12.1 above, or in excess of 40 hours per week shall be regarded as Overtime and dealt with in accordance with clause 13 below.

12.3 Meal Breaks: There shall be a cessation of work and working time for the purpose of a meal on each day of no less than 30 minutes which shall be taken no more than 5 hours after the commencement of ordinary working hours on that day. Notwithstanding the above, by agreement with the employees the time of taking of the meal break may be staggered or its duration extended to meet the reasonable requirements of that day's work. Where the meal break is extended the time of cessation of work for that day shall be adjusted accordingly.

13 Overtime

All hours worked outside ordinary hours as defined in clause 12 shall be paid at the rates prescribed in the relevant award for Overtime.

14 Inclement Weather

The following procedures shall be implemented to limit the loss of productivity due to inclement weather:

- (i) as far as is practicable work will continue as normal provided always that this does not create risks to health or safety;
- (ii) if it is reasonable for employees to transfer from lunch sheds to work areas unaffected by inclement weather they will do so;
- (ii) employees shall not leave the site if in the Company's opinion useful work is available in the area not affected by inclement weather;
- (iii) employees shall accept transfer to other sites not affected by inclement weather, and the Company shall provide transport where necessary;
- (iv) where the above are not practical employees will remain on site and undertake relevant and meaningful training and learning applications, production/upgrade of skill modules, forward planning, or other worthwhile activities at the discretion of the Company.



15 Annual Leave

Annual Leave shall be as per the Annual Holidays Act (NSW) and the relevant Awards, except that:

- (a) the minimum period of Annual Leave that may be taken is one (1) day in emergencies;
- (b) employees will submit Leave Forms requesting annual leave to their supervisors at least 20 days in advance of the starting date of the leave, except in cases of emergency.

16 Special Leave

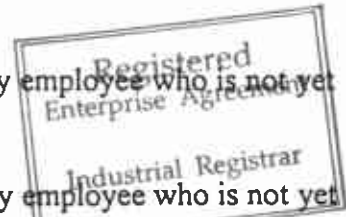
In addition to other leave entitlements all employees shall be entitled to up to 4 days' special leave per year which may be used in the case of medical or family emergencies and the like, and also to undertake urgent business which cannot be transacted outside ordinary working hours. The conditions under which such leave may be used are as follows:

- (a) the minimum amount of leave which may be taken on any occasion is 1 hour;
- (b) an employee must have approval from his/her supervisor (or other senior manager) prior to taking the leave, and the employee must explain the reason the leave is required to the supervisor;
- (c) the entitlement will accrue each year on the anniversary of the date of registration of this Agreement;
- (d) any part of the entitlement not used at the end of any leave year will lapse, and will not accumulate.

17 Annual Close Down

Notwithstanding anything contained in the Awards, the company when giving any leave in conjunction with the Christmas-New Year holidays may, at the company's option, either:

- (a) stand off without pay during the period of leave any employee who is not yet entitled to an Annual Holiday; or
- (b) stand off without pay during the period of leave any employee who is not yet entitled to an Annual Holiday and pay (up to the period of leave then given) at a rate of one-twelfth of an ordinary week's wages in respect of each 40 hours continuous service (excluding over-time).



Provided that where the company at its option decides to close down the establishment at the Christmas-New Year period for the purpose of giving the whole of the annual leave due to all, or the majority of the employees then qualified for such leave, the company shall give at least two (2) months' notice to the employees of the company's intention to do so.

Provided also that where the company requires work to be carried out during an annual close-down period notified as above, the company may, subject to the employees' agreement, recall an employee from annual leave, which agreement shall not be unreasonably withheld. In such cases the employee shall be recredited with the amount of annual leave foregone, but shall not be entitled to a further payment of leave loading in respect of that leave.

18 Specialist Subcontractors

The industry is moving towards broader subcontracts and the company will accommodate this with its employees where consistent with the restructuring approach.

However it is recognised and agreed that in particular circumstances it may be appropriate to engage subcontractors to undertake certain specialist work.

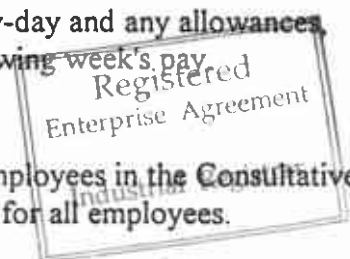
19 Limited Overtime Availability

It is agreed that on various occasions, overtime may require only a portion of the site labour team. This is current practice and shall continue. Where practical and consistent with quality assurance and skills requirements this work will be offered in rotation to all employees on that site.

20 Payment of Wages

20.1 Processing of Time-Sheets: The pay week runs from Wednesday of one week to Tuesday of the following week, with payday being Thursday. Time sheets must be submitted to the Administrative Supervisor by close of business Tuesday or no later than 8:00 am on the Wednesday after the end of the pay period. Any employee not able to submit his/her time sheet by that time will receive basic pay for 40 hours on the normal pay-day and any allowances, penalties, or overtime for that period will be included in the following week's pay.

20.2 Method of Payment: If agreed between company and employees in the Consultative Committee, wages may be paid through electronic funds transfer for all employees.



21 Travel and Vehicle Allowances

21.1 Daily Travel Allowance: On-site employees shall receive the daily fares allowances prescribed under clause 6 of the *Building Tradesmen (State) Construction 1994 Wages Adjustment Award* (and equivalents under other on-site Awards), except that a radial distance of 50 kilometres around Singleton Post Office shall be substituted where the County of Northumberland is specified in the Award, as shown on the attached map.

21.2 Vehicle Allowance: On-site employees will be paid a vehicle allowance of eight (8) dollars per day in addition to the allowances prescribed under clause 6 of the *Building Tradesmen (State) Construction Award* (and equivalents under other on-site awards), under the following conditions:

- (a) the employee shall provide a commercial vehicle (utility, van, or the like);
- (b) company stickers shall be attached to the vehicle;
- (c) the employee will transport company tools and equipment as required from time to time;
- (d) the employee will allow a company 2-way radio to be installed in the vehicle at the company's expense (and the company shall also meet the costs of removal of the radio);

22 Health & Safety

The parties to this Agreement are committed to the safe operation of machinery and equipment, to the observance of safe working practices, the proper use of all personal safety equipment and to the safety and good health of all employees and other persons who may enter the workplace. To facilitate this it is provided that:

- (i) it is the company's obligation as far as is reasonably practicable to provide a safe and healthy workplace;
- (ii) it is each employee's obligation to take reasonable care for the health and safety of other persons in the workplace who may be affected by his/her act or omissions and to co-operate with the company in ensuring that the workplace is healthy and safe;
- (iii) any worker becoming aware of a situation which is ~~actually or potentially unsafe~~ will immediately report the situation to his/her ~~supervisor or appropriate~~ management representative;
- (iv) all on-site employees will undertake an approved first-aid course and will undertake first-aid duties as required, and in ~~recognition of this requirement~~ the productivity allowance payable under clause 9.2 of this Agreement to on-site employees includes a component in substitution for the allowance which would otherwise be payable under the Award to employees appointed as first-aid officers.
- (v) all issued safety equipment, clothing and footwear must be used and worn in the manner intended;
- (vi) it is strictly against the rules of the workplace to misuse, interfere with, or make inoperative, any safety equipment, guards, or fire protection equipment;
- (vii) horseplay at the workplace is dangerous and can lead to the injury of those involved or bystanders, and is therefore prohibited;
- (viii) any damage to safety plant or equipment must be reported to the appropriate supervisor or management representative as soon as possible; and
- (ix) any breach of workplace safety rules and policies or of the above provisions may lead to disciplinary action or dismissal.

23 Disciplinary Procedures

Where the company believes that an employee is not meeting the standards of performance or conduct reasonably expected of him or her, the following procedures shall apply:

- (a) In the first instance the employee shall be counselled as to where his or her performance /conduct is deficient; and (where appropriate) the steps to be taken to remedy the deficiency shall be identified, and a review period shall be set. In more serious cases a written warning may be issued at this stage.
- (b) Should the matter not be resolved, the employee shall be counselled again, and the company may issue a written warning advising the employee that his/her employment is in jeopardy if the deficiency is not rectified. In more serious cases this may be a final warning. A further review period may be set if appropriate.
- (c) Should the matter still not be resolved, the employee shall be counselled again, and a further written warning given, which shall be a final warning unless in the opinion of the company this is not warranted.

The following shall apply to all counselling sessions:

- (a) the employee shall be given the opportunity to respond to the alleged instances of deficient performance/conduct, and management shall consider the employee's response in making its decision as to the action to be taken;
- (b) the employee may request that a person of his/her choice be present during the counselling session as an observer, and shall be given reasonable time to arrange for that person to be present if (s)he is not already in the workplace;

Registered
 Industrial Registrar

The company reserves the right to dismiss an employee without notice in cases of serious misconduct or refusal of duty.

24 Superannuation

The Company shall make superannuation contributions at the rate prescribed in the relevant legislation on behalf of each eligible employee into a fund which complies with the statutory requirements for Occupational Superannuation Funds.

25 Redundancy

Redundancy entitlements shall be as per the relevant Award.

26 Union Membership

The Company neither encourages nor discourages union membership, and recognises that this is a choice to be made by the individual employee. No employee will be either advantaged or disadvantaged in his/her employment because of his/her choice to join or not to join a union.

This Agreement is made on this 30th day of JANUARY 1997

Executed for and on behalf of Jim Gauld's Building Company Pty Ltd:
The Common Seal of Jim Gauld's Building Company Pty Ltd was hereunto affixed pursuant to its Article of Association

[Handwritten signature]



in the presence of *[Signature]*
Director

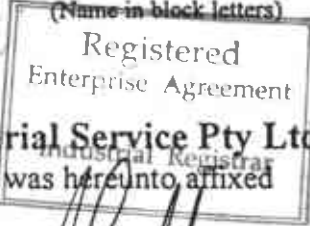
JAMES STUART GAULD
(Name in block letters)

Executed for and on behalf of Gauld's Constructions Pty Ltd:
The Common Seal of Gauld's Constructions Pty Ltd was hereunto affixed pursuant to its Article of Association

[Handwritten signature]

in the presence of *[Signature]*
Director

JAMES STUART GAULD
(Name in block letters)



Executed for and on behalf of Wattle Ponds Secretarial Service Pty Ltd:
The Common Seal of Wattle Ponds Secretarial Service Pty Ltd was hereunto affixed pursuant to its Article of Association

[Handwritten signature]



in the presence of *[Signature]*
Director

JAMES STUART GAULD
(Name in block letters)

Signed by the Employees:

Signed: *[Signature]*

CLEN DAVID DAVIES
(Name in block letters)

Classification: *Carpenter Leadingshand*

Signed: *[Signature]*

TERESA MAREE MALVESTITI
(Name in block letters)

Classification: *CLERK*

Signed: *[Signature]*

LEONARD GOULD
(Name in block letters)

Classification: *Carpenter*

Signed: *[Signature]*

JOHN PLAKINGER
(Name in block letters)

Classification: *CARPENTER LEADING HAND*

Signed:

G. Goodyer

G. GOODYER
(Name in block letters)

Classification:

CARPENTER

Signed:

M. Eather

MATTHEW EATHER
(Name in block letters)

Classification:

CARPENTER

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(Name in block letters)

Classification:

Signed:

Signed:

A. Thomas

SHAUN PATRICK THOMAS
(Name in block letters)

Classification:

APPRENTICE CARPENTER

Signed:

A. Gould

Andrew Gould
(Name in block letters)

Classification:

Carpenter

Signed:

Registered
Enterprise Agreement

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Classification:

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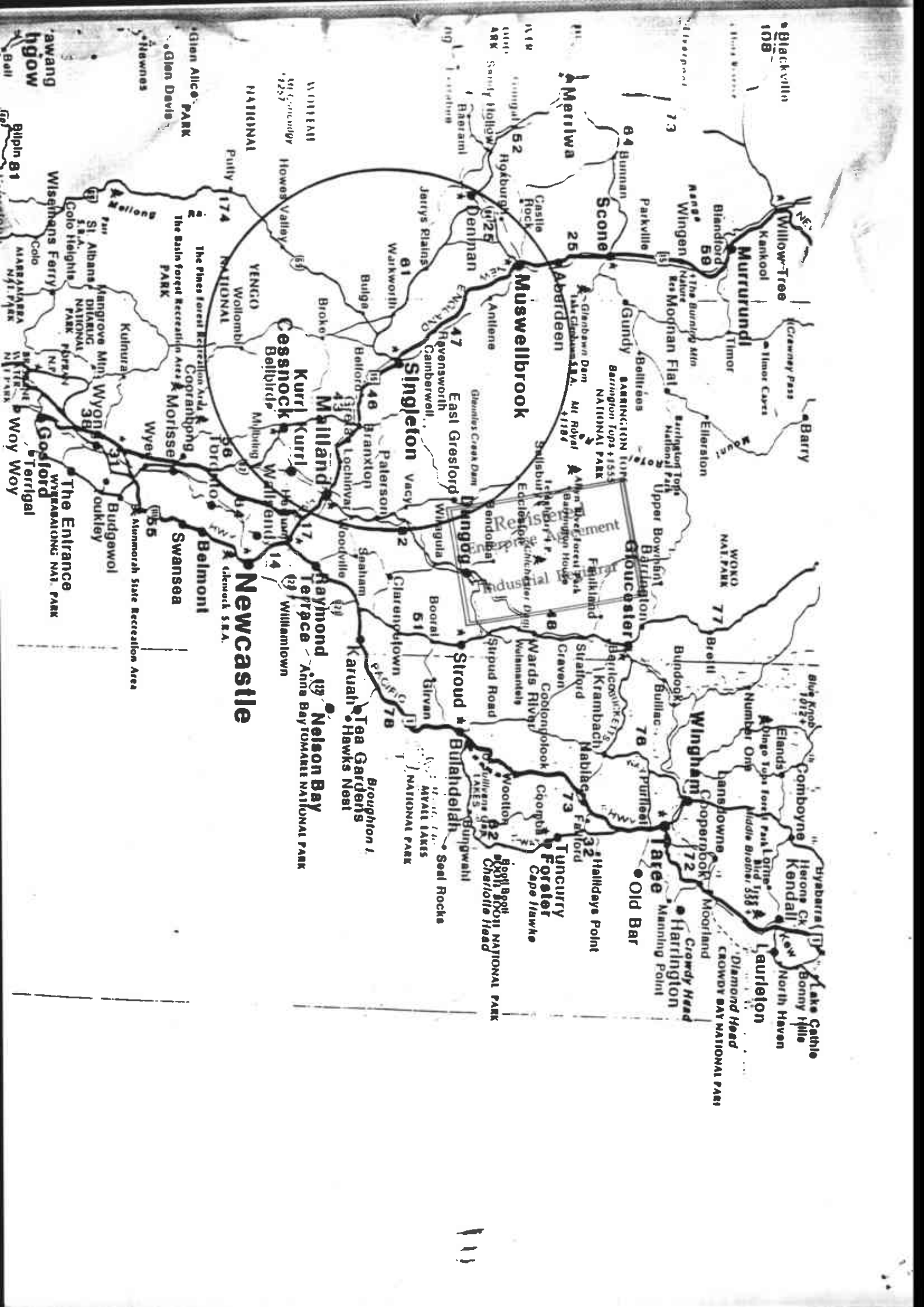


Classification:

1- WAGE RATES

<u>Classification</u>	<u>Hourly Rate</u> \$
Carpenter	13.47
Carpenter- 4th Yr Apprentice	10.98
Carpenter- 3rd Yr Apprentice	9.50
Carpenter- 2nd Yr Apprentice	7.42
Carpenter- 1st Yr Apprentice	5.38
Clerk	11.08





IR e 765/98

**ADDENDUM TO ENTERPRISE AGREEMENT
JIM GAULD'S BUILDING COMPANY PTY LTD**

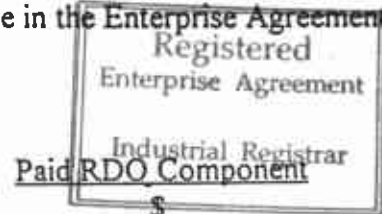
Kest

tendered by _____ Ex. 2

25/3/97

Associate

The making of the new Clerical and Administrative Employees (State) Award (replacing the Clerks (State) Award) has resulted in a change to the rate of pay for Teresa Malvestiti, a clerical employee in Jim Gauld's Building Company Pty Ltd. The rate below is the adjusted rate applying to Teresa Malvestiti, replacing the existing rate in the Enterprise Agreement now before the Commission.



<u>Classification</u>	<u>Agreement</u> \$	<u>Award</u> \$	<u>Paid RDO Component</u> \$
Clerk	459.60	425.90	33.70
Replacing;			
Clerk	443.20	410.50	32.70