

ENTERPRISE AGREEMENT

NO: E.A. 55 /1992

DATE REGISTERED: 29-12-92

PRICE: \$ 72-00

RAINSFORDS PTY LTD
DISTRIBUTION CENTRE
ENTERPRISE BARGAINING AGREEMENT

Arrangement

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1. Incidence of Agreement

This agreement is between the Works Committee (duly elected by the employees of Rainsfords P/L Riverwood Distribution Centre 7 Jindalee Place Riverwood NSW 2210) and Rainsfords P/L 200 Kingsgrove Road Kingsgrove 2208.

2. Definitions

- (i) A " Casual Employee " shall mean an employee who is engaged and paid as such.
- (ii) A " Work Cycle " shall mean any period of twenty-eight consecutive days.
- (iii) In this agreement any reference to one gender shall mean a reference to the other gender.
- (iv) The " Enterprise Bargaining Team " shall be comprised of the " Works Committee " (three duly elected employee representatives) and three management representatives.

3. Enterprise Agreements

- (i) The enterprise agreement entered into after the registration of the agreement, replaces the Storeman and Packers - General Award.
- (ii) This agreement remains in force for a period of twelve months. Any changes to the agreement requires a vote by 65% of employees employed at the time of the variation.
- (iii) Such agreement, when ratified, shall be displayed at each establishment affected on a notice board.
- (iv) No employee shall suffer a reduction in basic earnings as a result of any agreement reached.
- (v) Shall take effect on the first pay period on or after the registration of the agreement.
- (vi) This agreement was not entered into under duress by any party.

4. Dispute Procedures

- (i) Initially, any dispute arising out of employment, shall try to be resolved between the employee and their group leader.
- (ii) Failing settlement at this level, between employee and group leader, the group leader shall refer the dispute within 24 hours to an area supervisor or the warehouse controller.
- (iii) Failing settlement at this level, the matter shall be referred to the Enterprise Bargaining Team who, within 30 days of the grievance being submitted, will act as a dispute committee.
- (iv) During this discussion the status quo shall remain and work shall proceed normally. " Status Quo " shall mean the situation existing immediately prior to the dispute or the matter giving rise to the dispute.
- (v) If the dispute is not resolved, either party shall have the right to notify the dispute to the Industrial Registrar.

5. Labour Flexibility

- (i) For the purpose of increasing productivity and flexibility, as well as enhancing career opportunities for employees, multiskilling may extend by agreement between the employer and the majority of employees concerned to allow the employees to perform any work in an enterprise within the scope of their skills and competence.
- (ii) Discussion shall take place at the enterprise with a view to reaching agreement for employees to perform a wider range of tasks and participation of employees in additional training.
- (iii) Notwithstanding the provision of (ii) above, employees shall perform a wider range of duties including work which is incidental or peripheral to their main tasks or functions.
- (iv) Employees shall perform such work as is reasonable and lawfully required of them by the employer including accepting instruction from authorised personnel.
- (v) Employees shall comply with all reasonable requests to transfer or perform any work provided for by the agreement.
- (vi) Employees shall take all reasonable steps to ensure the quality, accuracy and completion of any job or task assigned to the employee.

6. Terms of Engagement

- (i) Except as to casual employees, employment shall be on a weekly basis.
- (ii) Employment of weekly hands during the first month of service shall be from day to day at the weekly rate, terminable at a day's notice on either side: provided that the employer shall indicate, in writing, to an employee, at the time of engagement whether he/she is being engaged as a casual worker or on a weekly basis.
- (iii) Subject as provided elsewhere in this agreement, employment shall be terminated by a week's notice on either side given at any time during the week or by payment or forfeiture, as the case may be, of an amount equal to 1 weeks wages.
- (iv) Notwithstanding any provisions of the foregoing subclauses, the employer shall have the right to dismiss an employee without notice for misconduct and/or refusing duty.
- (v) An employee whose employment is terminated by the employer on the working day immediately preceding a holiday or holidays otherwise than for misconduct, shall be paid for such holiday or holidays. This subclause is not to apply to an employee during the first month of engagement.
- (vi) Each employee on the termination of his/her employment shall on request, be given a statement in writing by his/her employer or his/her manager, stating the position held by the employee and the length of service.
- (vii) The employer has the right of dismissal if a new employee, classified as a warehouse assistant, is not able to work in all areas of the warehouse.
- (viii) Employees engaged before October 1991 will not be required to apply the skill level, if they do not wish to do so.

7. Junior Employees - Wages

Juniors - The minimum rates of pay to be paid to juniors shall be the following percentages of the appropriate rate of pay prescribed for " Storeman & Packers in other stores " in subclause (i) of Clause 10, Wages, of this agreement. Such percentages shall be calculated to the nearest 5 cents, any broken part of 5 cents in the result not exceeding half of 5 cents shall be disregarded.

	Percentage of " Storeman & Packer in other stores " Per Week
At 17 years of age and under	55
At 18 years of age	67.5
At 19 years of age	80
At 20 years of age	92.5
Over 21 years of age	The minimum wage for the class in which he is working;

Provided that where an employee under 21 years of age is called upon to stack goods weighing 31.75 or over more than 0.9144 metres high or to lift or carry without assistance goods weighing over 45.36 kg he shall be entitled to the minimum wage prescribed for in this agreement.

8. Wages

- (i) The wage rates contained in this clause are total weekly rates of pay (except where otherwise specified) inclusive of the basic wage for adult males.
- (ii) Weekly Hands (Adults) - The minimum rate of pay for any classification shall, subject to the other provision of this agreement, be the rate hereinafter attached to that classification:
- Storeman & Packer in other stores \$ 364.70
- Leading Hand; Storeman & Packer in charge of one to five employees - \$ 12.20 per week, in addition to the above rates, according to classification.
- Storeman & Packer in charge of six to ten employees - \$ 18.40 per week, in addition to the above rates, according to classification.
- Storeman & Packer in charge of eleven to fifteen employees - \$ 25.10 per week, in addition to the above rates according to classification.
- Storeman & Packer in charge of over fifteen employees - \$ 31.50 per week, in addition to the above rates according to classification.
- (iii) Casual Hands - Casual employees shall be paid an hourly rate equal to the appropriate weekly rate divided by thirty-eight plus 15 per centum calculated to the nearest half cent with a minimum payment on any day of four hours.
(Notation - the N.S.W. Annual Holidays Act provides that casual employees under this agreement are entitled to receive an additional amount equal to one twelfth of their ordinary time earnings in lieu of annual leave.)
- (iv) Fork lift Drivers - A storeman & packer who, in the course of his/her employment, operates a forklift shall, in addition to the rates otherwise payable in accordance with this clause , be paid 47 cents per hour extra whilst so employed.
- (v) (a) To recognise longevity of service an additional payment of \$ 2.00 for each year of service worked will be paid to full time employees in addition to the above rates classification. There will be a maximum entitlement of twenty years.
- (b) To recognise longevity of service an additional payment of \$ 0.05 per hour worked will be paid to casual

classification. There will be a maximum entitlement of twenty years.

- (vi) An employee who is classified as being skilled in either one or more of the following areas:
(a) Order picking
(b) Order packing, pricing and despatch
(c) Inventory control
Will receive an additional payment of \$ 5.00 for each area of skill, in addition to the above rates classification.
- Employees will be classified after examination and an assessment by their supervisor and management.
- An employee will have the right to contest their classification through the Enterprise Bargaining Team.
- (vii) Additional payments will cease to be paid to employees after either:
- (a) An employee has more than two days off per year without a certificate (not to include days off by prior arrangement)
- (b) An employee exceeds five sick days per year in the first year of service or eight days in the second and subsequent years.
- The additional payments will recommence at the anniversary of employment.
- (viii) Additional payments will not be subject to C.P.I. percentage increases.

9. Payment of Wages

- (i) Wages of weekly and casual employees shall be paid not later than Thursday of each week.
- (ii) Payment of wages will be made by means of Electronic Funds Transfer into a financial institution nominated by the employer, in the account name of the employee
- (iii) Wherever wages are paid by Electronic Funds Transfer under (ii) above, the employer shall meet the following costs:
 - (a) The employee's account establishment cost.
 - (b) The cost of each deposit of wages in the employees account including government charges.
 - (c) The cost of a single withdrawal of each deposit of wages from an employee's account.

10. Hours

- (i) The ordinary working hours, exclusive of meal times shall average 38 hours per week, Monday to Friday, worked as follows:
 - (a) The hours to be worked will be between the span of hours, 6.30 am to 5.30 pm.
 - (b) Once having been fixed the time of commencing and finishing work shall not be altered without at least 7 days notice to the employees concerned or by mutual agreement between the employer and such employees. Where the majority of the employees and the employer so agree, the starting time may be varied to an earlier time.
- (ii) The method of working 38 hour average week shall be at the discretion of the employer who shall nominate which method shall apply, provided that the employer shall not subsequently alter the method of implementation without advising the employee subject to the alteration at least 7 days in advance of the date on which the altered method of implementation is to take effect.
- (iii) Different methods of implementation of a 38 hour week may apply to various groups or sections of employees in the plant or establishment concerned.
- (iv) All work done before the starting time and/or after the finishing time fixed in accordance with (i) Hours Monday - Friday, inclusive shall be recognised as overtime and by agreement with the employees, shall be paid for at the rate of time and one half for the first two hours, and double time thereafter or may be accrued as time off on an hour for hour basis.
- (v) Time accrued is based at no more than 7.6 hours per month, any overtime worked thereafter will be paid at the normal overtime rate.
- (vi) All time worked on a Saturday will be paid for at the rate of time and one half for the first two hours and double time thereafter, unless special arrangements have been made with the employer.
- (vii) Any time accrued at the time of leaving employment shall be paid at the overtime rate of pay that they would have been entitled to.

11. Meal Hours

- (i) Not less than thirty minutes nor more than one hour shall be allowed for meal breaks. The meal break shall be taken no later than to finish at 2.00 pm provided that no employee shall be required to work for no more than five hours without a break for a meal. Such meal break shall not count as time worked.
- (ii) Where overtime is necessary for more than 1 hour after the usual finishing time, a break of not less than 30 minutes, nor more than 1 hour shall be allowed for tea and shall be taken within 1 hour of such finishing time. Where such overtime does not exceed 1 hour, there shall not be any break; Provided that any employer and his/her employees may mutually agree to any variation of this subclause to meet the circumstances of the work in hand.
- (iii) Subject to subclauses (i) and (ii) of this clause an employer may require an employee to work during his/her recognised meal break as part of his/her ordinary time.
- (iv) Where the enterprise agreement does not provide for working during recognised meal breaks, the employees called upon to work during meal hours shall be allowed an unbroken period of time off equivalent to the usual meal break, either immediately before, after or partly during such meal break.

12. Morning Rest Period

All employees shall be allowed 10 minutes each morning as a rest period for morning tea, such time to be counted as time worked.

13. Crib Time

An employee working overtime shall be allowed a crib of 20 minutes without deduction of pay after each 4 hours of overtime worked if the employee continues work after each crib time.

An employee who works overtime for more than 1 hour on any day after the fixed ceasing time shall be paid on such day \$ 5.30 as a meal allowance unless notified on the previous day of the intention to work such overtime. Such payment shall be made prior to the commencement of the meal time on the day overtime is to be worked. Should an employee be notified of the intention to work overtime and then not be called upon to do so he/she shall be paid the amount of \$ 5.30.

15. Fares

An employee who is required by his/her employer to use his/her own motor vehicle for travelling on the employer's business shall be paid the current rate per kilometre travelled.

16. First Aid

The employee who is appointed as a first-aid attendant shall be paid an additional payment at the rate of \$ 1.46 per day.

17. Holidays

- (i) The days on which New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day and Boxing Day are observed, together with any day gazetted or proclaimed as a public holiday for the district in which the employee is employed.
- (ii) In addition to the holidays specified in subclause (i) of this clause, one additional paid holiday (in lieu of a Picnic Day) shall apply in each calendar year to an employee on weekly hire. Such holiday shall be taken by arrangement.
- (iii) In the case of an employee whose hours of work are arranged in accordance with subclause (iv) of clause 10, Hours, the week day to be taken off shall not coincide with any holiday fixed in accordance with subclauses (i) or (ii) herof: Provided that in the event that a holiday is prescribed after an employee has been given notice of his/her week day off in accordance with subclause (vi) of the said clause 10, and the holiday falls on the week day the employee is to take off, the employer shall allow the employee to take the day off on an alternative week day.
- (iv) Where an employee is absent from his/her employment on the working day before or the working day after a Public Holiday without reasonable excuse or without the consent of the employer the employee shall not be entitled to payment for such holiday. Reasonable excuse shall be satisfied by a certificate from a duly qualified medical practitioner or a statutory declaration. An employee shall notify the employer of such an absence prior to normal starting time wherever possible.

18. Holidays and Sunday Rates of Pay

- (i) All time worked on Christmas Day and Good Friday shall be paid for at the rate of treble time.
- (ii) All time worked on a Sunday shall be paid for at the rate of two and one half times the ordinary rate and all time worked on holidays, other than the aforesaid, shall be paid for at double time and one half.
- (iii) For work performed on a holiday which falls on a Saturday payment shall be made at the rate of double time and one half.
- (iv) The minimum payment for work performed on Sundays or the holidays shall be 4 hours at the appropriate rate.

19. Sick Leave

- (i) (a) An employee for the time being worked under the agreement who is unable to attend for duty during his/her ordinary working hours by reason of personal illness or incapacity (including incapacity resulting from injury within the Workers Compensation Act, 1926) not due to his/her own serious and wilful misconduct, shall be entitled to be paid at ordinary time rates of pay for the time of such non attendance: Provided that he/she shall not be entitled to paid leave of absence for any period in respect of which he/she is entitled to Worker's Compensation.
- (b) An employee shall within 6 hours of the commencement of such absence or within such time as is practicable for the employee to inform the employer of his/her inability to attend for duty and, as far as possible , state the nature of the injury or illness and the estimated duration of incapacity.
- (c) The employee shall prove to the satisfaction of the employer (or in the event of a dispute, the Industrial Commission of New South Wales) that he/she is or was unable, on account of such illness, to attend for duty on the day or days for which payment under this clause is claimed.
- (d) Except as herein provided, he/she shall not be entitled in the first year of employment to leave in excess of 5 days, and 8 days in the second and subsequent years of employment. Sick pay entitlement for part day absences shall be calculated on a proportionate basis by multiplying the duration of sick leave absence by the average daily pay for ordinary hours and dividing the sum by the ordinary hours normally worked that day.
- (e) The rights under this clause shall accumulate from year to year, so that any part of the sick leave which has not been allowed in any year may, subject to the conditions prescribed by this clause, be claimed by the employee and shall be allowed by the employer in any subsequent year of employment. Any rights which accumulate pursuant to this subclause shall be available to the employee for a period of 12 years in addition to the current year but no longer, from the end of the year in which they are accrued.
- (f) The payment for any absence on sick leave in accordance with this clause during the first 3 months of employment of an employee may be withheld by the employer until the employee completes such 3 months of employment at which time the payment shall be made.

- (g) For the purpose of this clause, continuous service shall be deemed not to have been broken by any absence from work on leave granted by the employer. Provided that any time so lost shall not be taken into account in computing the qualifying period of 3 months.
 - (h) Accumulated leave at the credit of the employee at the commencement of this agreement will not be increased or reduced by this clause.
- (ii) Single Day Absences - In the case of an employee who claims to be allowed paid sick leave, in accordance with this clause, for an absence of one day only, such employee if in the year he/she has already been allowed paid sick leave on two occasions for one day only, shall not be entitled to payment for the day claimed unless he/she produces to the employer a certificate of a duly qualified medical practitioner that in the practitioner's opinion the employee was unable to attend for duty on account of personal illness or on account of injury by accident. Nothing in this subclause shall limit the employers right under paragraph (c), of subclause (i) of this clause.

20. Annual Leave

See Annual Holidays Act, 1944. Leave is reserved pending the outcome of any test cases on this matter in the Industrial Commission of New South Wales.

21. Annual Leave Loading

- (i) In this clause the Annual Holidays Act, 1944, is referred to as " the Act ".
- (ii) Before an employee is given and takes his/her annual holiday, or where by agreement between the employer and the employee, the annual holiday is given and taken in more than one separate period, then before each of such separate period, the employer shall pay his/her employee a loading determined in accordance with this clause. (NOTE : The obligation to pay in advance does not apply where an employee takes an annual holiday wholly or partly in advance - see subclause (vi) of this clause.)
- (iii) The loading is payable in addition to the pay for the period of holidays given and taken and due to the employee under the Act.
- (iv) The loading is to be calculated in relation to any period of annual holiday to which the employee becomes entitled to under the Act and this agreement. (but excluding days added to compensate for public or special holidays worked) where such a holiday is given and taken in separate periods, then in relation to each such separate period. (NOTE: See subclause (vi) of this clause as to holidays taken wholly or partly in advance.)
- (v) The loading is the amount payable for the period or the separate period, as the case may be, stated in subclause (iv) of this clause, at the rate per week of 17.5 per cent of the appropriate ordinary weekly time rate of pay prescribed by subclause (i), Weekly Wages, of clause 8, Wages, of this agreement for the classification in which the employee was employed, immediately before commencing his/her annual holiday, but shall not include any other allowance, penalty or disability rates, shift allowances, commissions, bonuses, incentive payments, overtime rates or any other payments prescribed by this agreement.
- (vi) No loading is payable to an employee who takes an annual holiday wholly or partly in advance; provided that if the employment of such an employee continues until the day when he/she would have become entitled under the Act to an annual holiday, the loading then becomes payable in respect of the period of such holiday and is to be calculated in accordance with subclause (v) of this clause applying the agreement rates of wages payable on that day.

- (vii) Where, in accordance with the Act the employer's establishment or part of it is temporarily closed down for the purpose of giving an annual holiday or leave without pay to the employees concerned -
- (a) an employee who is entitled under the Act to an annual holiday and who is given and takes such a holiday shall be paid the loading calculated in accordance with subclause (v) of this clause.
 - (b) an employee who is not entitled under the Act to an annual holiday and who is given and takes leave without pay shall be paid in addition to the amount payable to him/her under the Act such proportion of the loading that would have been payable to him/her under this clause if he/she had become entitled to an annual holiday prior to the close-down as his/her qualifying period of employment in completed weeks bears to 52.
- (viii)(a) When the employment of an employee is terminated by his/her employer for a cause other than misconduct and at the time of the termination the employee has not been given and has not taken the whole of an annual holiday to which he/she is entitled he/she shall be paid a loading calculated in accordance with subclause (v) for the period not taken.
- (b) Except as provided by paragraph (a) of this subclause no loading is payable on the termination of an employees employment.

22. Long Service Leave

See Long Service Leave Act, 1955.

23. Bereavement Leave

An employee shall on the death within Australia of a spouse, father, mother, father-in-law or mother-in-law, child or stepchild, brother or sister, 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' work. Proof of such death shall be furnished by the employee to the satisfaction of the employer. Provided, however, that this clause shall have no operation while the period of the entitlement to leave under it coincides with any other period of entitlement to leave. For the purposes of this clause the work "spouse" shall not include a person from whom the employee is separated but shall include a person who lives with the employee as a de facto spouse.

Provided, further, an employee on weekly hiring shall be entitled to a maximum of two days leave without loss of pay on each occasion and on the production of satisfactory evidence of the death outside of Australia of an employee's spouse, father or mother and where such employee travels outside Australia to attend the funeral.

24. Jury Service

An employee shall be allowed leave of absence during any period when required to attend for jury service.

During such leave of absence, an employee shall be paid the difference between the jury service fees received and the employee's agreement rate of pay as if working.

An employee shall be required to produce to the employer proof of jury service fees received and proof of requirement to attend and attendance on jury service as soon as practicable after receiving notification to attend for jury service.

25. Maternity, Paternity & Adoptive Leave

See New South Wales Industrial Relations Act 1991
S 28 to S 68.

Upon production of evidence satisfactory to the employer, an employee who is entitled to supervision by the Commonwealth Repatriation Department shall be entitled to be paid the employee's agreement rate of pay: Provided the employer shall be obliged to make such payments on not more than four occasions in any year and payment is not to exceed four hours' pay on each occasion.

27. Superannuation

Definitions -

In this clause, the following definitions shall apply:

- (a) " Approved fund " shall mean a superannuation fund which has been approved in accordance with the Commonwealth Operational Standards for Occupational Superannuation Funds.
- (b) " Eligible employee " shall mean a weekly or casual employee who is employed to work in an establishment pursuant to the terms of this agreement and who has been so employed for four calendar weeks.

In the case of casual employees, ordinary hours of service need not be continuous. All hours of service accumulated by a casual employee shall be included in the calculation of ordinary hours of service towards the attainment of the qualifying period.

- (c) " Ordinary-time earnings " shall mean:
 - (i) In the case of a weekly employee, his/her classification's weekly rate of pay for ordinary hours of labour; or
 - (ii) In the case of a casual employee, earnings for his/her classification during ordinary working hours (including 15% casual loading).
 - (iii) A classification's rate shall include the rate per week and allowances related to work and/or work conditions.
 - (iv) Ordinary time earnings shall also include any " additional payment ".

" Additional payment " means the amount (whether it be termed " additional payment ", " attendance bonus ", " service increment " or any time whatsoever) which an employee would receive in excess of an agreement and/or industrial agreement's rate of pay for the classification in which such is engaged.

Provided that such payment shall exclude payments related to overtime, penalty rates and meal money allowance and any other ancillary payment of a like nature prescribed by an award and/or industrial agreement.

Contributions -

- (a) An employer, shall pay to the Trustee of an approved fund, in respect of each eligible employee, an amount equal to the legislated percentage of the employee's ordinary-time earnings in accordance with the exercise of such employee's freedom of choice.
- (b) When an employee becomes an eligible employee by having completed the required qualifying period of employment, the employer shall pay contributions for the qualifying period.
- (c) An employer may make a pro-rata deduction for the weekly contribution for each hour that an employee is absent from work without pay.
- (d) An employer shall remit to an approved fund, all payments due in respect of eligible employees, immediately at the conclusion of each calendar month or at such other times and in such other manner as may be agreed in writing between the employer and the Trustee.

28. General Conditions

There shall be provided a sufficient supply of boiling water at meals for all employees and an adequate supply of fresh cold water for drinking purposes shall be supplied on the job.

See also provisions of the Factories, Shops and Industries Act, 1962.

29. Technological Change

Where on account of the introduction or proposed introduction by an employer of mechanisation or technological changes in the industry in which he/she is engaged, the employer terminates the employment of an employee who has been employed by him/her for the preceding 12 months, he/she shall give the employee 3 months notice of the termination of his/her employment; provided that, if he/she fails to give such notice in full:

- (a) he shall pay the employee at the rate specified for the employees' ordinary classification in Clause 8, Wages, of this agreement, for a period equal to the difference between 3 months and the period of notice given; and
- (b) the period of notice required by this subclause to be given shall be deemed to be service with the employer for the purpose of the Long Service Leave Act, 1955, the Annual Holidays Act, 1944, or any Act amending or replacing either of those Acts; and provided further that the right of the employer summarily to dismiss an employee for the reasons specified in subclause (iv) of Clause 6, Terms of Engagement, shall not be prejudiced by the fact that the employee has been given, pursuant to this subclause, notice of the termination of his/her employment. When an employer gives to an employee notice of the termination of his/her employment on account of the introduction or proposed introduction of mechanisation or technological changes, within 14 days thereafter he/she shall give notification in writing to the Industrial Registrar, the Director of Vocational Guidance, the Director of Technical Education and the Secretary of the Federated Storeman & Packers Union of Australia, New South Wales Branch, of the fact, stating the employee's name, address and usual occupation and the date when the employment terminated or will terminate in accordance with the notice given.

As a party to this agreement all employees will recognise their position within the organisation and their contribution to the sustaining of quality workmanship.



The following are parties to and accept the conditions of this agreement.

Lady Jayne
HAIR CARE

Manicare
NAIL CARE

SPRINGWOOD
TRAVEL ACCESSORIES

Twinkle Tots
BABY CARE

Stratton
JEWELLERY

Cameo
PERSONAL CARE

RAINSFORDS
GARMENT HANGERS

The Works Committee :

(Chairman)

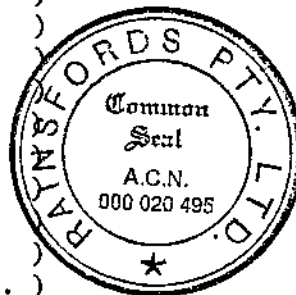
C. Blyth

B. Greet

D. Kehoe

Rainsfords Pty Ltd.

The Common Seal of Rainsfords Pty Limited was hereto affixed in accordance with the Articles of Association of the Company in the presence of:



.....

Director

.....

Secretary

Dated: 27.10.92

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