

ENTERPRISE AGREEMENT

NO: E.A. 176 /1994

DATE REGISTERED: 6-6-94

PRICE: \$ 12-00

AGREEMENT

PARTIES TO THE AGREEMENT:

This is an Enterprise agreement made in pursuance of the New South Wales Industrial Relations Act 1991 in accordance with the provisions of Section 115/142 of the said Act, entered into on 3rd February, 1994, between Davies Ferguson Pty Ltd of 11 Clearview Place, Brookvale of the one part and the employees of Davies Ferguson at the Brookvale work place of the other part:

It is agreed by the parties as follows:

1. This agreement shall be known as the Davies Ferguson Enterprise Agreement.
2. This agreement shall only apply to employees situated at the Brookvale work location.
3. This agreement was not entered into under duress by any party to it.
4. This agreement shall regulate partially the terms and conditions of employment previously regulated by the New South Wales Furnishing Trades Award, The Clerks State Award and the Commercial Travellers Award (the Awards).
5. This agreement covers conditions relating to hours of work and recognizes that Davies Ferguson's (the Company) business is largely seasonal in its nature.
6. Full time employees of the Company shall work an average of 38 hours per week over 48 weeks per annum but in working an average of 38 hours per week no more than 55 hours and no less than 23 hours may be worked in any one period Monday to Friday and no more than 8 hours Saturday at ordinary rates of pay as specified in the Awards.
7. Notwithstanding any of the above, should any employee not wish to work for more than 8 hours in any day he/she shall not be required to do so and may consequently work less than an average of 38 hours for 48 weeks in any one year.
8. Annual Leave shall be given and Long Service entitlements shall be paid as specified in the New South Wales Annual Holidays Act and the Long Service Leave Act respectively.

*[Handwritten signature]*

*RI*

*[Handwritten signatures]*

*P. Redwood*

*[Handwritten signatures and names]*

*Blumen M. Dizon* *[Signature]* *(Cont)* *[Signature]*

*H.A. Mengy* *[Signature]* *Marica Blumen* *[Signature]* *ES-16*

*Carl Cole* *[Signature]* *Bartolotta* *[Signature]* *Ha* *[Signature]* *Gubica* *[Signature]*

*N. Whelan* *[Signature]* *Rajwant Dain* *[Signature]* *V.V.* *[Signature]*

*Angela* *[Signature]* *L. Bonikar* *[Signature]* *Atlinger* *[Signature]* *Hobson* *[Signature]*

*R. Bruce* *[Signature]* *J. Longcode* *[Signature]* *W. Vautour* *[Signature]* *[Signature]*

*R. Coate* *[Signature]* *A. Red* *[Signature]* *[Signature]*

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9. An employee shall be entitled to a rest or meal break in addition to any daily rest or meal break specified in the Awards after 8 hours work in any day for a period of up to one hour at his/her option. No payment shall be made for any meal or rest break.

10. All conditions of employment other than those dealt with herein shall be as is provided in the Awards.

11. If any dispute or disagreement between the Company and any employee arises in relation to the interpretation of this agreement the following sets out a procedure for handling such:

1. The employee shall notify the employer as to the substance of the dispute or grievance and request a meeting with the employee's Supervisor and state the remedy sought. If the matter is not resolved between the employee and the employee's Supervisor the employee shall request that the matter be referred to the Company's Plant Manager.

2. A meeting shall be held between the Plant Manager and the employee and if the matter is not resolved following that meeting the employee may request the matter to be referred to a meeting between the employee and the Company's Managing Director.

3. A joint meeting shall be held between the Managing Director and the employee and if the matter is not resolved following such meetings it shall be referred to a third party for mediation. That third party may be any person mutually agreeable to the employee and the Company. If the matter is not resolved at such meeting it shall be referred to the Industrial Relations Commission for resolution.

*[Handwritten initials/signature]*

A. Redhead  
M. Dixon  
M. D.  
H.A.  
B. Calci  
N. Whelan  
R. Lucic  
R. [unclear]

M. Dixon  
C. Barto  
A. Barto  
Rayvant  
L. Souvor  
J. Longcombe  
Maree  
Cecak

MB. [unclear] (Cont)  
V. [unclear]  
[unclear]  
[unclear]  
[unclear]  
Christen  
[unclear]

*[Handwritten symbol]*

*[Handwritten initials]*

Vacina  
ES  
[unclear]  
[unclear]  
[unclear]

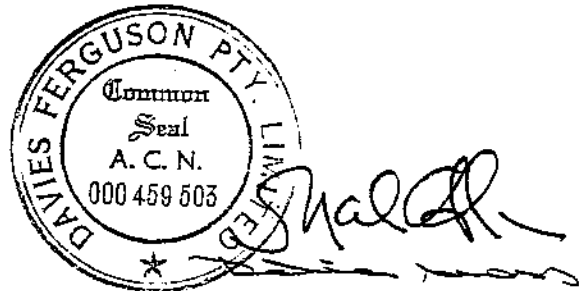
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4. A duly authorised Officer of the Commission will determine the manner of the resolution of the agreement.

5. It is hereby agreed that at the conclusion of the meetings referred to above the employer must provide a response in writing to the employee's grievance including a reason for not implementing any proposed remedy. This response must be provided within three working days of the conclusion of the meeting. The employee and the Company hereby agree that a reasonable time shall be set for the completion of the discussions at each of the stage referred to above and in any event this shall not exceed four working days from the commencement to the completion of the meeting. While the above settlement procedure is being concluded normal work shall continue.

12. This agreement shall operate from the date of registration and shall remain in force for a period of three years unless varied or terminated early by provisions of the Act.

Signed for and behalf of Davies Ferguson Pty Ltd (the Company).



SIGNED BY EMPLOYEES:

BORRETT CATHERINE LOUISE..... [Signature]
FITZGERALD NORMAN MONTEITH..... [Signature]
SA PHANNO ..... [Signature]
JOY PERREN ..... [Signature]
SHAW JOAN ..... [Signature]
OVENS SALLY ANN ..... [Signature]

DELANEY JUDITH	<i>J. Delaney</i>
CROSS STEPHEN	<i>Steph Cross</i>
COUSIN VICKI	<i>Vicki Cousin</i>
TOMLINSON GRAHAM	<i>Graham Tomlinson</i>
ROCHE ADRIAN	<i>Adrian Roche</i>
ROE LIONEL CAMPBELL	<i>Lionel Roe</i>
CALDWELL ROBERT BUCHAN	<i>Robert Caldwell</i>
CALCI GIOVANNA	<i>Giovanna Calci</i>
METE ROSARIA	<i>Rosaria Mete</i>
VILLAPANDO LIZA	<i>Liza Villapando</i>
CIRILLO LINA	<i>Lina Cirillo</i>
KUMAR GENERE	<i>Genera Kumar</i>
MAGALLANES EVELYN	<i>Evelyn Magallanes</i>
CLARKE KATHLEEN	<i>Kathleen Clarke</i>
KAUR RAJWANT	<i>Rajwant Kaur</i>
RULLO GIUSEPPINA	<i>Giuseppina Rullo</i>
WHELAN NANETTE	<i>Nanette Whelan</i>
PHAN MINH THIEN	<i>Phan Minh Thien</i>
VALCARCEL CHRISTIAN	<i>Christian Valcarcel</i>
LUCIC RUZICA	<i>Ruzica Lucic</i>
TINCOMBE FAYE ALICE	<i>Faye Tincombe</i>
DHILLON SUKHWINDER KAUR	<i>Sukhwinder Dhillon</i>
SAVKOVA ALICA	<i>Alica Savkova</i>
MARKHAM SAMANTHA	<i>Samantha Markham</i>
JABUKA ANE	<i>Ane Jabuka</i>

NGUYEN THI THU	..... <i>u</i>
HADI LULU	..... <i>u</i>
NGUYEN DIEU HIEN	..... <i>u</i>
DEMASI MARIA ANTONIA	..... <i>Demasi Maria Antonia</i>
DELA CRUZ NENITA	..... <i>Nm. dela Cruz</i>
CHIEN WILLIAM	..... <i>William Chien</i>
MUNGAL MYRNA	..... <i>Myrna Mungal</i>
HUANG VANESSA	..... <i>Vanessa H</i>
PANDUREVIC MILOJKA	..... <i>M. Pandurevic</i>
TAYLOR ROBERT	..... <i>R Taylor</i>
REDHEAD ANDREW	..... <i>A. Redhead</i>
FIFITA VEI	..... <i>V. Fifta</i>
BARTOLOTTA ANGELINA	..... <i>Angelina Bartolotta</i>
CALCI VINCENZO	..... <i>V. Calci</i>
MILOVANOVIC MARIJA	..... <i>Marija Milovanovic</i>
NGUYEN PHUONG	..... <i>Phuong</i>
LJUBICA CUCAK	..... <i>Jubica Cucak</i>
GRECO ANGELA	..... <i>Angela Greco</i>
DAO THI KHUE	..... <i>Khue</i>
VILLELLA CHIARA	..... <i>Chiara Villella</i>
RINVENUTO MARIA ROSA	..... <i>Rinvenuto Maria Rosa</i>
CRVELIN MARICA	..... <i>Marica Crvelin</i>
DIZON MARIVIC	..... <i>Marivic Dizon</i>
LAMA NAMBYAL	..... <i>Nambyal</i>
SACHRUDI ERNA	..... <i>Sachrudi Erna</i>
WYATT BLAIR LEE	..... <i>Wyatt</i>

BENNETT MENG	MENG KUN BENNETT
MUNGCAL MONA LIZA	Mona Mungcal
LUO-WANG SHU ZHI	Shu Zhi
STEPHENSON PAULINE	Pauline A. Stephenson
HALFORD SUE	Sue Halford
PAGET JEAN PIERRE	Page Jean Pierre
WEN WEI	Wen Wei
MUNN DEREK	Derek Munn
BRYSON VALERIE	Val Bryson
IP SI JIM	Ip Si Jim
ADDIS ROY	Roy Addis
NERO ANGELO	Angelo Nero
APOYAN HARRY	Harry Apoyan
BERNLEITNER CONRAD	Conrad Bernleitner
WONG KIM ALICE	Alice Wong Kim
VOORTMAN WILLY	Willy Voortman