

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA 97/85

I.R.C. NO: 97/1559

DATE APPROVED/COMMENCEMENT: 30 April 1997

TERM: 2 years

**NEW AGREEMENT OR
VARIATION:** New Replacing EA 68/95

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 15

TITLE: Murphy Furniture Enterprise Agreement 1997



COVERAGE/DESCRIPTION OF

EMPLOYEES: To apply to Cabinet Maker/Tradesperson, employees other than tradesmen engaged in classifications 1-4 under the Furniture and Furnishing Trades (State) Award, Fitter, Welder 1st and 2nd class and Process Worker under Metal and Engineering Industry (New South Wales) and Transport Workers - Grade 5 under Transport Industry - Mixed Enterprises Interim (State) Award

PARTIES: Murphy Furniture Pty Ltd -&- Jennifer Barsby, Thi Phuong Chau, Paul Trevor Douglas, Cuong Van Duong, Phillip John Gribbin, David Hare, Cat Nguyen Hung, Jose F Joya, Van Hoang Le, Tuan Kiet Mai, Corey McLean, Manuel Mistal, Van Mao Nguyen, Steve Ninas, John George Norman, Gary James Roast, John Mathew Stokes, Ronald Bruce Stone, Leonard Thomas, Nhan Thanh Truong, Tam Van Tu, Kiem Cao Vi.

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MURPHY FURNITURE

ENTERPRISE AGREEMENT 1997

ARRANGEMENT

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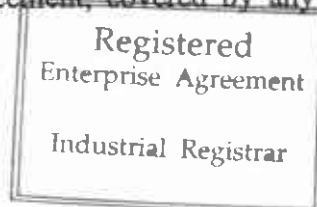
1. TITLE

This Agreement shall be known as the Murphy Furniture Enterprise Agreement 1997.

2. PARTIES TO THE AGREEMENT

The parties to this Agreement are Murphy Furniture Pty Ltd, (hereinafter the Company) 57-59 Governor Macquarie Drive, Chipping Norton, New South Wales and the employees (hereinafter the employees) of Murphy Furniture Pty Limited engaged in any of the classifications as detailed in Clause 3 Intention of this ~~agreement, covered by any of the~~ following awards:

- (i) Metal & Engineering Industry (NSW) Award
- (ii) Transport Industry Mixed Enterprises (State) Award
- (iii) Furniture & Furnishing Trades (State) Award



3. INTENTION

The Agreement shall apply to employees in occupations/trades as identified below:

Furniture and Furnishings Trades Wages (State) Award

Clause 6

Section (I) Furniture and Bedding Manufacture

1. Cabinetmaker/Tradesperson
6. An employee other than a Tradesperson as defined engaged in any of the classifications 1-4 as outlined who customarily uses tools or other implements of the trade.

Metal and Engineering Industry (New South Wales) Award

Clause 6 (a) (i) - Wages

C10 Fitter

C12E Welder 2nd Class

C10 Welder 1st Class

13C Process Worker

Transport Industry Mixed Enterprises Interim (State) Award

Division A - Transport Worker Grade 5.

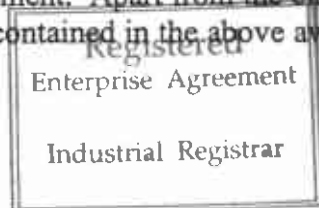
Situated at 57-59 Governor Macquarie Drive, Chipping Norton NSW 2170.

4. DURESS

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

5. INCIDENCE

This Agreement shall regulate wholly the terms and conditions of employment regulated by the Metal & Engineering Industry (NSW) Award, the Furniture & Furnishing Trades (State) Award and the Transport Industry, Mixed Enterprise (State) Award with respect to the clauses so specified in this Agreement. The clauses so specified in this Agreement shall be in substitution for the clauses detailed in Appendix A to this Agreement. ~~Apart from the clauses so specified in Appendix A to this Agreement all other clauses contained in the above awards shall apply.~~



6. TERMS

This Agreement shall operate from the date of registration and shall remain in force for a period of two (2) years unless varied or terminated earlier by the provisions provided by the Industrial Relations Act, 1996. The wage increases specified in this Agreement shall be in substitution for any future wage increase which may occur during the life of this agreement, which may flow from state wage case decisions.

7. PURPOSE

The Company's aim is to be the leading Australian manufacturer of beds and furniture primarily for use in hospitals and nursing homes. To be the leader in this field the Company needs to provide to its customers consistently high quality products at competitive prices.

The Company's goal, as reflected in its operating procedures, is to focus on improving efficiency and to recognize the importance of the needs of the customer.

To meet that goal, the parties to this agreement are committed to maintaining high standards of conduct, quality of work and implementing continuous improvement opportunities.

The parties are further committed to assuring the highest standard of quality control throughout the Company's operations while maintaining its Quality Assurance Certification.

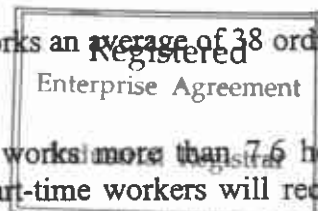
The Company is committed to providing opportunities for productivity based increases to employees as outlined in Clause 17, Productivity Payments, of this Agreement.

8. TERMS OF ENGAGEMENT

At time of appointment, employees will be provided with a letter confirming the nature of their employment including details of their rate of pay.

The following will apply:

- a) Employment may be of a full-time, part-time or casual nature. Employment may be terminated by the giving of one week's notice or the forfeiture of one week's pay on either side, except in the case of casual employment which may be terminated by the giving of one hour's notice or the forfeiture of one hour's pay on either side.
- b) Full-time employees shall mean an employee who works an average of 38 ordinary hours per week.
- c) Part-time employees shall mean an employee who works more than 7.6 hours per week and less than 38 ordinary hours per week. Part-time workers will receive the same entitlements as full-time workers, except that entitlements shall be on a pro-rata basis with respect to annual leave, sick leave, public holidays, bereavement leave and jury service.
- d) Casual employees shall mean an employee engaged by the hour and paid as such. A casual employee shall be paid per hour 1/38 of the weekly rate prescribed in the relevant Award as described in Clause 3 Incidence of this Agreement, plus a loading of 15%.
- e) The parties agree that multi-skilling will continue to be a inherent part of the Company's operations. Accordingly employees shall, in addition to performing their normal duties, perform tasks as required which are outside those tasks nominally associated with their designated job function and will not impose any restriction on any review which may be undertaken of work methods in the pursuit of multi-skilling.



9. HOURS OF WORK

The ordinary hours of work shall be 38 to be worked as follows:

Monday - Thursday	7.00am to 3.30pm
Fridays	7.00am to 1.00pm

Each day will include a 30 minute unpaid lunch break to be taken between (12.30pm - 1.00pm) with the exception of Fridays. A paid morning teabreak of ten minutes will be provided at 10.00am or at another time where mutually agreed between the Company and the employees.

Provided that where 1 weeks notice is given by the Company, the span of hours of work, including the starting/finishing times may be altered and/or staggered as required. Provided that the span of ordinary hours shall be worked between the hours of 6.00am and 6.00pm.

10. RATES OF WAGES

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Wages to full-time employees will be at least the relevant weekly classification rate of wages, and for part-time employee the relevant weekly classification rate of wages on a pro-rata basis, as described in the Awards as nominated in Clause 5 of this Agreement.

For wages for casual employees refer to sub-clause (d) of Clause 8 Terms of Engagement of this Agreement.

11. FLEXIBLE TIME OFF ARRANGEMENTS

(a) Rostered Days Off

To accommodate fluctuations in demand for the Company's products, the Company may request employees to temporarily revert to working a 40 hour week. If this situation arises, time will accrue each week towards a rostered day off, to be taken where practicable as a day off per four week cycle. The parties may agree that a maximum of five rostered days off will accumulate and be taken in one block. Provided that the Company shall seek to allow the taking of such accumulated days off at a time suitable to the employee having regard to the needs of the business.

(b) Overtime

Overtime worked per week may be taken as time off in lieu of overtime. Time off shall be taken on the basis of one hour off equal to one hour worked. Time off in lieu of overtime may be banked to a maximum of three days and the Company shall allow the taking of such accumulated days off at a time suitable to the employee having regard to the needs of the business.

(c) Public Holidays

The parties agree that in order to avoid midweek disruption to the production process and to allow a more favourable break for employees, in circumstances where a public holiday occurs midweek, the public holiday may be taken on the following Friday or Monday. Consequently, the parties agree that no penalties will be payable for work performed on an actual Public Holiday in these circumstances.

12. LEAVE ARRANGEMENTS

(a) Sick Leave

Each full-time and part-time employee will be entitled to a maximum of 5 days paid sick leave per year during the first year of employment and a maximum entitlement of 8 days paid sick leave in the second and subsequent year of employment. Provided that sick leave shall not accrue past a period of four years from the employee's date of commencement of employment.

Employees who are unable to attend for work on account of illness shall notify the Company as soon as practicable and where possible before the commencement of their normal shift and shall advise the Company of the reasons for such absence and the expected duration of such absence.

Employees who are absent due to illness on a holiday or rostered day off shall not be entitled to sick pay nor shall the employee's sick pay entitlement be reduced as a result of such illness.

On termination of employment, employees who have a record of regular attendance as evidenced by their holding accumulated untaken sick leave entitlements, will be entitled to a payment in respect of the balance of such accrued sick leave to a maximum of twenty days. Such payment shall be based on the employees current rate of pay at the time of termination, normal retirement or retrenchment.

Nothing in this subclause shall effect the right of the Company to withhold payments for regular attendance where the employee is dismissed for malingering, inefficiency, neglect of duty or serious and wilful misconduct.

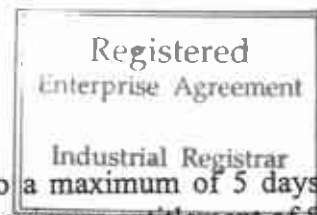
An employee who is absent on sick leave will prove to the satisfaction of the Company that he/she was unable to attend for work on account of illness.

(b) Annual Leave

Annual Leave entitlements will be as provided in the Annual Holidays Act 1944. The parties agree that the Company may need to effect a close down over Christmas for a period of up to 4 weeks depending upon production requirements.

(c) Family Leave

Where the Company is approached by an employee for time off for reasons of family commitments the Company shall examine the employee's sick leave credits. Where an employee has sufficient sick leave credits the Company will seek to accommodate such requests by allowing use of such sick leave credits, having regard to the need of the business, to a maximum of three days per year. Provided that the benefits of this clause shall not be in addition to the leave allowed under sub-clause (a) of Clause 14 Sick Leave, of this Agreement. or personal/carer's leave contained in the relevant award.



13. SUPERANNUATION

The Company will provide 6% superannuation contributions which will increase to 7% from 1 July 1998, payable to the Zurich Just Life Insurance Fund. The Company will further assist employees who wish to take out Temporarily and Permanently Disabled and/or Salary Continuance cover by paying a maximum of 50% of ~~that premium upon production~~ to the Company of the receipt of such expenditure incurred.

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14. BENEFITS TO EMPLOYEES

All employees will be entitled to buy the Company's products, suitable for home use, at cost price.

15. UNIFORM/SHOES

The Company will provide steel capped shoes and work uniforms. All employees will be required to wear their uniforms and shoes at all times. Laundering of work uniforms is to be the responsibility of the employees. Work uniforms/shoes are to be returned upon termination of employment. Employees will be issued with shirts once each year. Other uniform items including shoes shall be replaced after joint agreement between management and the employees representatives.

16. PRODUCTIVITY PAYMENTS

1. All employees will receive an Annual bonus following the determination of the Company's after tax profit (ATP) for the financial period 1997 and 1998 respectively. This bonus will be paid by 30 September in each year if possible and in any event by commencement of the Christmas close-down period referred to at clause 12(b).

The total bonus available is based on the undermentioned productivity measure to be applied to all full-time employees party to this Agreement. Part-time and casual employees are to receive a pro-rata benefit as outlined in 2 (a) and (b) below.

If ATP is up to 5% of sales	Bonus =	8%	of ATP
If ATP is between 5% and 10% of sales	Bonus =	10%	of ATP
If ATP is greater than 10% of sales	Bonus =	12.5%	of ATP



Note:

- (a) The bonus is to be applied as an equal percentage of each employees wages.
 - (b) If an employee has had any unauthorized absenteeism in any month, the employee will lose 8.0% of the bonus that they would otherwise be entitled to for each month during which an unauthorized absence occurs.
- 2.
- (a) In addition from the date of ratification of the Agreement a further 3.5% increase per week to all classifications to all full-time employees. Part-time and casual employees to receive a pro-rata increase based on the classification in which the part-time or casual employee is employed.
 - (b) From 12 months after registration a further 3.0% increase per week to full-time employees. Part-time and casual employees to receive a pro-rata increase based on the classification in which the part-time or casual employee is employed.

17. GRIEVANCE PROCEDURE

Subject to the Industrial Relations Act, 1991, grievances or disputes shall be dealt with in the following matter.

- (a) The employee(s) is required to notify (in writing or otherwise) his/her supervisor as to the substance of the grievance, requesting a meeting for discussions with the Company and stating the remedy sought. This meeting shall take place within three working days of the issue arising (weekends and holiday excepted).
- (b) If an agreement is not reached, the matter shall then be referred by the employer to the factory manager no later than three working days after (a) above (weekends and holidays excepted). At the conclusion of the discussion the Company must provide a response to the employees grievance if the matter has not been resolved, including reasons (in writing or otherwise) for not implementing any proposed remedy.
- (c) If the matter is still not settled within a reasonable period of time it may be referred/notified to the Industrial Relations Commission for settlement by either party.
- (d) Whilst this procedure is being followed, normal work must continue.
- (e) Each Party may be represented by an industrial organization of employers or employees for the purpose of each step of the procedure.

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APPENDIX A

LIST OF SUBSTITUTED CLAUSES

Employees will be covered by all clauses of the Furniture and Furnishings Trades (State) Award, Metal and Engineering Industry (New South Wales) Award and Transport Industry Mixed Enterprises (State) Award, and ancillary awards with the exception of the following clauses so listed hereunder (which included in the Murphy Enterprise Agreement, 1997).

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Re: Furniture and Furnishings Trades (State) Award

4. Employment Conditions

4.1 Part-Time Conditions

4.4 Termination

3.9 Part-Time Hours

3.9.1. Part Time Hours

3.9.1. Part Time Hours

3.9.2. Part-Time Pro-rata entitlements

1.3 Casual Engagement

1.3.2. Casual Payment

3.2 Casual Hours

3.2.1. Casual Payment basis

3.2.2. Engagement basis including loading 15%

3.3 Meal Hours

3.12 Rest Period

3.4 Ordinary Hours

at 3.4.1, 3.4.2., 3.4.3.,

3.5 Implementation of 38 Hour Week

3.6 Substitution of Rostered Days Off

at 3.6.2.1, 3.6.2.2. & 3.6.6.

3.7 Overtime

at 3.7.3.1 – Provisions concerning time off in lieu &

3.7.3.2. – Provisions concerning time off in lieu re: enterprise arrangements

7.9 Sick Leave

at 7.9.2., 7.9.3., 7.9.4., 7.9.6. & 7.9.7

7. Leave –

Annual Leave – 7.1 only

7.8 Public Holidays

at 7.8.7 Substitution

Furniture and Furnishings Trades Wages (State) Award

12. Dispute Settlement Procedure

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Re: Metal & Engineering Industry (New South Wales) Award

Clause 11 – Contract of Employment

at (i) Weekly Employment

and at (iii) Casual Employment

Clause 12 – Avoidance of Industrial Disputes

Clause 13 at (i) & (ii) – Hours of Work

Clause 14 – Implementation 38 hour week (excepting for reference to Clause 24 (G))

Clause 20 at (i) Holidays and Sunday Work with respect to the last paragraph of (i) only.

Clause 22 – Annual leave clauses (i) to (x) inclusive and clauses (xii) to (xv) inclusive.

Clause 27 – Miscellaneous Provisions at (iv) – Rest Periods

Re: Transport Industry Mixed Enterprises (State) Award

Clause 33 – Terms of Employment at sub-clause (iii) with respect to the first sentence of that paragraph only.

Clause 8 – Hours of Employment

Clause 27 – Sick Leave at (a) (b) & (c) of sub-clause (ii)

Clause 48 – Disputes Procedure

Clause 17 – Mixed Functions

Clause 18 – sub-clauses (a) (b) & (c)

Clause 28 – Annual Leave – at (i) only.

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The Company further to the requirements of the Superannuation Guarantee Act, contributes 6% superannuations for all its employees.

APPENDIX B

SIGNATURES TO THE AGREEMENT


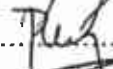

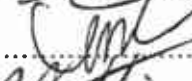





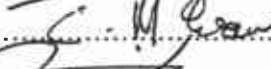
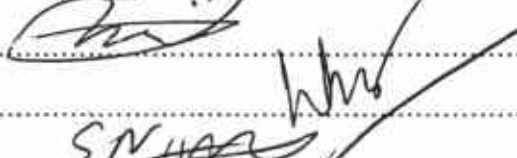


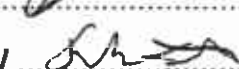



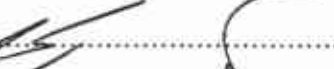





FOR AND ON BEHALF OF MURPHY FURNITURE PTY. LTD.

 P. HARTOG
MANAGING DIRECTOR

Date: 18/3/07

EMPLOYEES OF MURPHY FURNITURE PTY. LTD.

Name	Signature	Date
BARSBY, JENNIFER		<div data-bbox="893 414 1220 649" style="border: 1px solid black; padding: 5px;"> Date Registered Enterprise Agreement Industrial Registrar </div>
CHAU, THI PHUONG		
DOUGLAS, PAUL TREVOR		
DUONG, CUONG VAN		
GRIBBIN, PHILLIP JOHN		
HARE, DAVID		
HUNG, CAT NGUYEN		
JOYA, JOSE F.		
LE, VAN HOANG		
MAI, TUAN KIET		
MCLEAN, COREY		
MISTAL, MANUEL		
NGUYEN, VAN MAO		
NINAS, STEVE		
NORMAN, JOHN GEORGE		
ROAST, GARY JAMES		
STOKES, JOHN MATHEW		
STONE, RONALD BRUCE		
THOMAS, LEONARD		
TRUONG, NHAN THANH		
TU, TAM VAN		
VI, KIEM CAO	