

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA99/205

TITLE: Colgate-Palmolive Pty Ltd Villawood Plant Agreement 1999-2001

I.R.C. NO: 99/3991

DATE APPROVED/COMMENCEMENT: 11 August 1999

TERM: Expires 1 July 2001

**NEW AGREEMENT OR
VARIATION:** New. Replaces EA97/51

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 31

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employees of Colgate-Palmolive Pty Ltd manufacturing facility located at Villawood who were previously covered by the Soap and Candlemakers (State) Award

PARTIES: Colgate-Palmolive Pty Ltd -&- The Australian Workers' Union, New South Wales



COLGATE-PALMOLIVE PTY LTD ACN 002 792 163

Villawood Plant

Enterprise Agreement 1999-2001

Registered
Enterprise Agreement
Industrial Registrar

CONTENTS

CONTENTS	1
FORMALITIES	1
TITLE	1
PARTIES & COVERAGE	1
INTENTION	1
DURATION	1
OUR FUTURE	2
2.1 GENERAL	2
OUR MISSION:	2
2.2 PURPOSE OF THE MISSION STATEMENT	2
OUR VISION:	2
2.3 PURPOSE OF THE VISION	2
VILLAWOOD OPERATING PRINCIPLES:	3
2.4 PURPOSE AND USE OF OPERATING PRINCIPLES	3
OBJECTIVES:	4
2.6 TEAM DEVELOPMENT	4
BEHAVIOURS, FEELINGS, ATTRIBUTES	5
2.7 GENERAL	5
2.8 MANAGEMENT STYLE	5
THE WORK ENVIRONMENT	6
HEALTH AND SAFETY	6
3.1 VISION & OBJECTIVE:	6
3.2 GENERAL	6
HARASSMENT EQUAL EMPLOYMENT OPPORTUNITY	6
3.3 VISION & OBJECTIVE	6
3.4 GENERAL	6
QUALITY	7
3.5 VISION AND OBJECTIVE:	7
3.6 GENERAL	7
ENVIRONMENTAL CARE	7
3.7 VISION AND OBJECTIVE:	7
3.8 GENERAL	7
QUALITY OF WORKING LIFE:	8
LEARNING SYSTEM	8
4.1 VISION AND OBJECTIVE:	8
4.2 COMPETENCY BASED LEARNING	8
4.3 SKILLBLOCK PROGRAM	8
4.4 JOB ROTATION	8
4.5 ON THE JOB TRAINING	8
4.6 COMMITMENT TO LEARNING	9

Registered
Enterprise Agreement
Industrial Registrar

REMUNERATION	10
4.7 VISION AND OBJECTIVE:	10
4.8 GENERAL	10
4.9 SKILLBLOCK PAY INCREASES	10
4.10 TEAM MEETINGS	10
4.11 CTM CONTRIBUTIONS	11
4.12 FLEXIBLE SHIFT TIMES	11
4.13 WORKPLACE GUIDELINES	11
4.14 PERFORMANCE BONUS SYSTEM	11
PLANT MATTERS	12
ISSUES RESOLUTION	12
5.1 VISION STATEMENT	12
5.2 ISSUES RESOLUTION PROCESS	12
5.3 PERFORMANCE IMPROVEMENT PROCESS	12
5.4 DEVELOPMENT OF ISSUES RESOLUTION WORKPLACE GUIDELINE	12
RECRUITMENT	13
5.5 RECRUITMENT PROCESS	13
5.6 NEW STARTERS - PROBATIONARY PERIOD	13
APPENDIX 1 - REMUNERATION	14
WAGES	14
A1.1 PAYMENT OF WAGES	14
A1.2 RATES OF PAY	14
A1.3 SKILLBLOCK SYSTEM	14
OVERTIME	15
A1.4 GENERAL	15
A1.5 MINIMUM OVERTIME PAYMENTS	15
A1.6 OVERTIME RATES	15
A1.7 TRANSPORT FOLLOWING OVERTIME	15
A1.8 RECALLED FOR OVERTIME	15
A1.9 10 HOUR BREAK BETWEEN WORK PERIODS	16
ALLOWANCES	17
A1.10 SHIFT ALLOWANCE	17
A1.11 TRAINING ON A DIFFERENT SHIFT	17
A1.12 CAR USAGE ALLOWANCE	17
A1.13 ACCIDENT PAY	17
APPENDIX 2 - LEAVE	19
A2.1 PUBLIC HOLIDAYS	19
A2.2 PENALTY RATES FOR WORK ON PUBLIC HOLIDAYS;	19
A2.3 ABSENCE BEFORE OR AFTER A PUBLIC HOLIDAY(S)	19
A2.4 ADDITIONAL LEAVE DAY	19
A2.5 ANNUAL LEAVE	20
A2.6 SICK LEAVE	20
A2.7 ANNUAL LEAVE:	21
A2.8 LONG SERVICE LEAVE	21
A2.9 PARENTAL LEAVE	21
A2.10 COMPASSIONATE, BEREAVEMENT AND FAMILY LEAVE	21
A2.11 CIVIC DUTIES LEAVE	22



A2.12	TRADE UNION LEAVE	22
-------	-------------------	----

APPENDIX 3 - WORKING YEAR		23
----------------------------------	--	-----------

A3.1	ORDINARY HOURS OF WORK	23
A3.2	MEAL & OTHER BREAKS	23
A3.3	CHANGE OF SHIFT	23
A3.4	ROSTERED DAYS OFF (RDO'S):	24

APPENDIX 4 - GENERAL MATTERS		25
-------------------------------------	--	-----------

CONTRACT OF EMPLOYMENT		25
A4.1	GENERAL	25
REDUNDANCY		25
A4.2	GENERAL	25
A4.3	PAYMENTS:	25
A4.4	PRIORITY	25
A4.5	EXCEPTIONS	26
UNION MATTERS		26
A4.6	PRINCIPAL UNION	26
A4.7	DELEGATES	26
A4.8	RIGHT OF ENTRY	26



FORMALITIES

TITLE

- 1.1 This agreement is the Colgate Palmolive Pty Ltd Villawood Plant Agreement 1999-2001.

PARTIES & COVERAGE

- 1.2 This agreement is between:
- Colgate-Palmolive Pty Ltd ("the Company")
- and
- employees at the Villawood site
- and
- the Australian Workers Union NSW

INTENTION

- 1.3 The intention of this enterprise agreement is to support the principles and objectives of the Villawood workplace.
- We are partners in change, and will continue to develop systems of work which benefit both the business and it's people.
- Previous agreements and practices covering matters not discussed in this formal agreement will be superseded by workplace guidelines developed in accordance with our mission, vision, and operating principles contained in this agreement.

DURATION

- 1.4 This agreement will begin on the date of registration and will remain effective until 1st July 2001.

Registered
Enterprise Agreement
Industrial Registrar

OUR FUTURE

2.1 General

We understand that our future prosperity depends on the results we achieve. We must relentlessly pursue our mission, vision and workplace objectives. Our decisions and actions will be governed by, and consistent with, our operating principles.

OUR MISSION:

"Villawood exists to satisfy customer demand for our products. In doing so we must comply with all internal and external standards and requirements. To justify our continued existence, we must perform better than anyone else."

2.2 Purpose of the Mission Statement

Our mission statement reminds us why we are here. All decisions at Villawood must be consistent with our mission.

This means that all systems and practices must produce and deliver products as quickly and efficiently as possible whilst meeting health, safety, quality, environmental and cost standards.

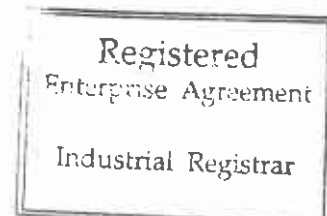
We must always understand best practice and strive to achieve it. If we are not the best, our products will be made by others who can meet the required standards at lower cost. Being the best, and staying the best, requires continual improvement.

OUR VISION:

"Villawood is an organisation comprised of high performing work teams that take genuine ownership of the results they achieve"

2.3 Purpose of the Vision

Our vision statement is an expression of how we can best achieve our mission. Many decisions at Villawood will affect our progress towards this vision. These decisions must take us forwards towards this vision.



VILLAWOOD OPERATING PRINCIPLES:

- 1. Each of us has the responsibility to contribute to the customer, the business, and each other.*
- 2. We all have a responsibility for ensuring that health, safety and the environment are not compromised in any way.*
- 3. Achieving the best results requires that work teams be self managed, multi-skilled and flexible.*
- 4. Effective decisions are based on relevant and valid data and made at the point where action can be taken.*
- 5. Communication is open and honest, with all information freely available.*
- 6. Our work environment is one of respect, trust and honesty. We support, encourage and cooperate with each other.*
- 7. We are committed to the personal growth , training & development of our people.*
- 8. People will receive fair recognition and reward for their contributions.*
- 9. Ideas are the foundation of our future development and continuing progress*
- 10. Review and improvement of our systems is an ongoing and open process.*

2.4 Purpose and Use of Operating Principles

The purpose of operating guidelines is to communicate the general approach to be taken to particular issues. From these operating principles and the vision and mission we will develop Workplace Guidelines. These Guidelines will progressively replace past practices - which were often the result of arbitrary compromise and not forward looking.

From these operating principles and our vision, mission, and plant objectives we will develop Workplace Guidelines. We will only develop rules when lack of compliance could result in serious consequences.

Registered
Enterprise Agreement
Industrial Registrar

OBJECTIVES:

2.5 *Plant Performance*

Villawood must achieve Colgate best practice performance by mid 2000. The areas of focus and year 2000 goals are:

Asset Effectiveness

Goal: Improve to 70% or greater across the site by mid 2000

Health and Safety

Goal: Lost Work Case Rate reduced to 1 or less in 2000

Environment

Goal: Complete 95% of all corrective actions in 2000

Cost

Goal: Reduce Cost per Case and Loss per Case to published values in 2000

Quality

Goal: To Be published

2.6 *Team Development*

We will continue to develop self-managed work teams.

There are no limits on the type of work that is performed by team members - provided tasks are safe, legal and sensible. The single job classification on site for people covered by this agreement is "Manufacturing Team Members".

We expect that some of the work traditionally done by coordination team members will be carried out by manufacturing team members.

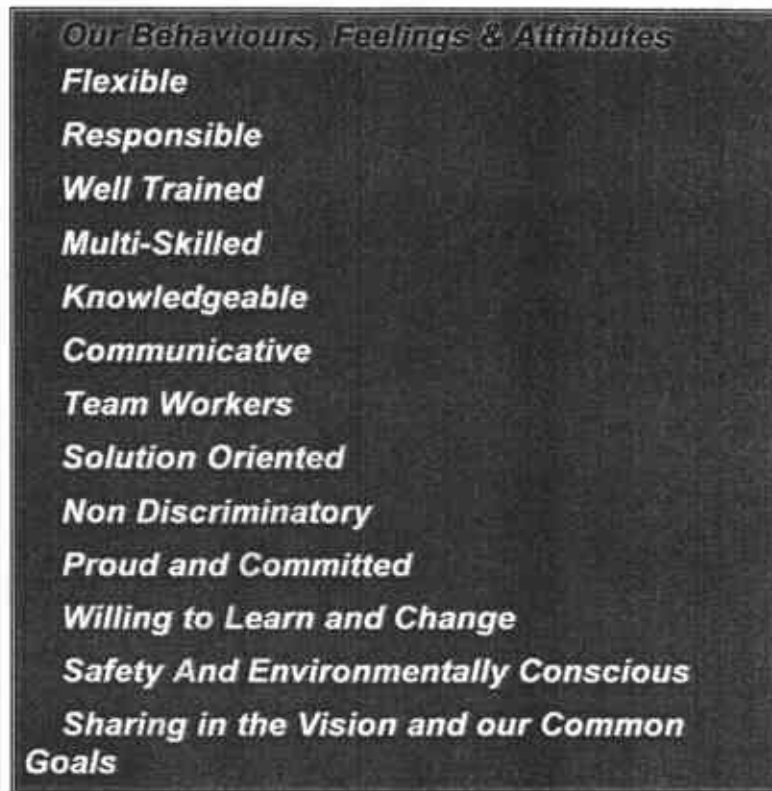
Similarly, we expect coordination team members to help out with manufacturing tasks when the need arises, and it is safe and sensible to do so.

Registered
Enterprise Agreement
Industrial Registrar

BEHAVIOURS, FEELINGS, ATTRIBUTES

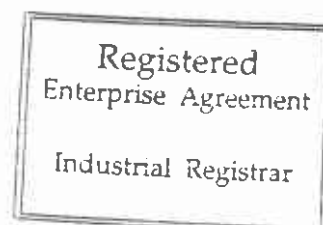
2.7 *General*

Ultimately all results are achieved through people. Below is the list of behaviours, feelings, and attributes that we believe are necessary to achieve the outcomes required.



2.8 *Management Style*

In addition to striving towards the above list of behaviours, feelings and attributes, Coordination Team Members have to adapt their style to the changing needs of the manufacturing teams. As teams learn to take responsibility in different aspects of the job, Coordination Team Members will change from directing to a facilitating and supporting role.



THE WORK ENVIRONMENT

HEALTH AND SAFETY

3.1 Vision & Objective:

We are committed to operating Villawood in a safe and responsible manner. We believe that all occupational illness and injury can be prevented. Our goal is to eliminate all such occurrences.

3.2 General

Each person working at Villawood has a responsibility to:

- perform work with the safety and health of themselves and others as a prime concern
- understand and follow all safety policies, guidelines, procedures, and established safe work practices.
- participate in safety training and safety improvement processes
- immediately report all safety hazards and incidents
- maintain their work area and equipment in a safe, clean and organised state

The company will provide a safe and healthy workplace, with the systems, training and resources required to control hazards that may result in injury or illness.

The company will provide any personal protective equipment required. Work clothes will also be provided according to need.

HARASSMENT EQUAL EMPLOYMENT OPPORTUNITY

3.3 Vision & Objective

Colgate-Palmolive strongly believes that people have a right to work in an environment free of harassment and discrimination. We will ensure such an environment exists by providing training and education to all employees, and in dealing effectively with any issues that arise.

3.4 General

Harassment will not be tolerated. Harassment related to any of the following areas can be and will be dealt with under government EEO legislation:

- gender, race, national origin, sexual orientation, disability, marital status, pregnancy, religion, political opinion or any other legislated grounds.

Discrimination on the basis of any personal characteristic unrelated to a person's ability to perform a job under reasonable circumstances will not be tolerated.

The company has established procedures for EEO-related or harassment grievances and these are contained in the Policy statements which are issued to all employees.

In addition, further information can be found in the company's "Code of Conduct" publication. This booklet is provided to all employees on commencement of employment.

Registered
Enterprise Agreement
Industrial Registrar

QUALITY

3.5 Vision and Objective:

We are committed to providing products that meet all relevant standards and customer requirements at reasonable cost.

3.6 General

Each person at Villawood has a responsibility to work in compliance with our quality policies, procedures and systems.

ENVIRONMENTAL CARE

3.7 Vision and Objective:

We are committed to operating Villawood in an environmentally responsible manner. We will protect the air, land and water around our facility. Our goal is to do no harm to this environment, and to be a respected and valued member of the local community.

3.8 General

Each person at Villawood has a responsibility to work in compliance with environmental policies, procedures and regulations and be aware of the environmental impacts of their action or inaction.

Registered
Enterprise Agreement
Industrial Registrar

QUALITY OF WORKING LIFE:

LEARNING SYSTEM

4.1 Vision and Objective:

Learning and application of learning is necessary for improvement and ultimately business survival. A competency based learning system is available to all people. Through this system, each team will develop all the skills necessary to perform its task.

4.2 Competency Based Learning

Each and every person must continue to develop their competence in the following areas:

- **general areas**
eg safety, quality, environment, EEO
- **job specific areas:**
these cover the actual manufacturing tasks required day to day
- **personal competencies**
eg goal setting, giving feedback, problem solving, training others
- **interpersonal & team skills**
eg group skills, meeting skills, communication, giving & receiving feedback
- **business understanding**
eg company goals, company policies, company functional areas

4.3 Skillblock Program

All people who joined the company on or after July 1st 1996 must participate in the skillblock program. The skillblock program is based on three principles;

- *Achieving the best results requires that work teams be self managed, multi – skilled and flexible.*
- *We are committed to the personal growth, training & development of our people.*
- *People will receive fair recognition and reward for their contributions.*

People in the skillblock program undergo broader and more intensive training than that indicated in S4.2. This program consists of a number of learning units. These include area specific units, general skills units and advanced skills units. Competency is demonstrated by passing the prescribed competency assessments. Workplace guidelines will be developed which clearly describe the workings of the skillblock system

4.4 Job Rotation

To make way for people who wish to learn new jobs, people will have to relinquish their current positions. If these people do not wish to participate in the skillblock program, they still have to develop basic competence in their new positions as well as participate in general change and improvement efforts.

Minimum and maximum periods of residence in a skillblock are established and reviewed by the Learning Team.

4.5 On the Job Training

People training on a job will be part of the normal crew, except for a period of safety induction. The safety induction period will vary from area to area and will be set by the Learning Team and approved by the Strategic Team.

Registered
Enterprise Agreement
Industrial Registrar

4.6 Commitment to learning

Commitments to learning specify the maximum period of time that could be spent in a skillblock area. They are a joint commitment to learning by both the employee and their respective Team Leaders. The Learning Team and special learning sessions would give people every opportunity to pass their units. If people stay beyond a reasonable time they are blocking others progress and the Learning Team would formally review these cases.

Registered
Enterprise Agreement
Industrial Registrar

4.7 Vision and Objective:

Our reward system should encourage behaviours that support our overall business goals and workplace objectives. Organisations pay market rates in order to attract and retain good people. Payments above market rates must be justified by exceptional performance levels. Our objective is to pay people in the top quartile of the market for world class performance.

4.8 General

For the life of this agreement, increases in base rate come from:

1. achievement of skillblock increases (see S4.8 and A1.2-1.3)
2. an immediate general increase of 3.5% (effective pay period commencing 9/06/99) for;
 - elimination of meal allowances
 - one unpaid team meeting outside of normal hours every fortnight (max 45 minutes duration)
 - acceptance of CTM's contributing to manufacturing tasks
 - reduction of minimum overtime periods on weekends and call ins
 - flexible shift start and finish times as follows:
 - D/S: 6am – 7am start
 - A/S: 2pm – 3pm start
 - N/S: 10pm – 11pm start
3. A further increase of a minimum 2.0% in July 2000, payable for successful implementation of Villawood Workplace Guidelines as follows:
 - Staffing – Area Crewing and Casuals
 - Cleaning and Preventive Maintenance

4.9 Skillblock Pay Increases

For people that started employment with the company on or after July 1st 1996 a total of five skillblocks must be completed to achieve top plant rate (see A1.2).

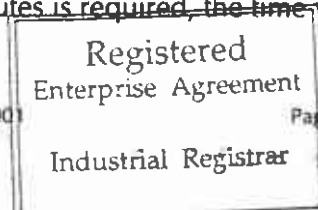
Their first skillblock will consist of an area learning unit (ALU) and an introductory core learning unit (CLU). The latter covers information contained in their formal induction including HPWS and the skillblock system.

For people who started employment before this date, skillblock pay increases are calculated so that each individual can achieve top plant rate by completing a total of four skillblocks. The exact amount can be calculated by using the formula shown in A1.3

A person will receive 66% of the skillblock payment on completion of one area (or specialist) and one core learning unit. The remainder would be paid on completion of the final core learning unit.

4.10 Team Meetings

To minimise disruption to operations, regular team meetings will be held outside of normal shift times. A team meeting will be held every fortnight for a 45 minute duration. This meeting will not attract extra payment as compensation was included in the general 3.5% base rate increase received in June 1999. Suitable times for these meetings to occur each fortnight will be nominated by the teams. If less than 45 minutes is required, the time would



not be made up with other activities. The expectation is that every team member attend every meeting. Additional team meetings may still be scheduled during normal work hours.

4.11 CTM Contributions

CTM's would contribute to manufacturing tasks occasionally to better understand shop floor issues and to provide assistance when no sensible alternatives exist.

4.12 Flexible Shift Times

Shift times could be adjusted within the following periods:

- D/S start: 0600 to 0700; finish: 1400 to 1500
- A/S start: 1400 to 1500; finish: 2200 to 2300
- N/S start: 2200 to 2300; finish: 0600 to 0700

If personal circumstances made changes in shift time very difficult, this would be discussed with the individuals concerned and provisions made as required.

4.13 Workplace Guidelines

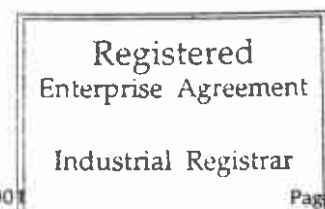
A minimum 2.0% increase is payable in July 2000 for the development and implementation of mutually acceptable Villawood workplace guidelines. These guidelines would support our objectives, vision and mission and be consistent with our guiding principles.

Implementation will be considered complete when work teams submit that guidelines have been implemented and team leaders and factory managers accept this. (Acceptance or rejection will be determined as quickly as possible).

4.14 Performance Bonus System

An annual performance bonus will be paid depending on achievement against plant targets and hurdles. If all hurdles are passed and targets met, a bonus payment equivalent to 4% of top plant rate will be paid. Maximum payout is equivalent to 6% of top plant rate.

The operation of this system is described in the Villawood Operating Guideline "Villawood Performance Bonus System".



PLANT MATTERS

ISSUES RESOLUTION

5.1 Vision Statement

Issues should be resolved, wherever possible, at the level at which they arise. When the results of resolving an issue will affect other people, those people should be consulted.

5.2 Issues Resolution Process

Unresolved issues concerning any behaviour, action, decision, proposal etc in the workplace should be dealt with using the "Issues Resolution Process". A Villawood Workplace Guideline "Issues Resolution Process" describes the details of this process.

Step 1: Discuss with Team Leader

Any issue which arises between an individual and the company should first be discussed with the individual's Team Leader. This should be a discussion between the employee and Team Leader. If the employee wishes, they may ask a union delegate to attend this meeting.

The Team Leader may need to consult with other Managers and/or other team members to resolve the issue.

Step 2: Discuss with Focus Factory Manager

The assistance of the Focus Factory Manager should be sought if discussion with the Team Leader has not resolved the issue. This should be a discussion between Manager, Team Leader and employee. Again, if the employee wishes, they may ask a union delegate to attend.

Step 3: Discuss with Issues Committee

If the Team Leader and Focus Factory Manager are unable to satisfactorily resolve the dispute, the issue should be taken to the Issues Committee. The committee will make a recommendation.

Step 4: Discuss with Plant Manager, Human Resources Manager

If the recommendation of the Issues Committee is not acceptable to the parties involved, assistance should be sought from the Plant Manager, Human Resources Manager, and, if necessary, an official of the Union.

Note: If the employee believes the matters is of a personal nature, some steps may be by-passed.

5.3 Performance Improvement Process

Any performance issues the organisation has with an individual should be dealt with according to the Villawood Workplace Guideline: "Performance Improvement Process".

5.4 Development of Issues Resolution Workplace Guideline

During the life of this agreement the parties will work together to develop a workplace guideline to further refine the issues resolution process.

Registered
Enterprise Agreement
Industrial Registrar

5.5 Recruitment Process

New starters will be selected on the basis of merit. A comprehensive process of appropriate tests, structured interviews and work simulations will be used to select the best candidates. As much as possible, the future peers of the candidates will be involved in the selection process. A Workplace Guideline will be developed to cover this area.

5.6 New Starters - Probationary Period

No selection process is perfect, so a three month probationary period will apply to all new starters.

During this period new starters will be assessed by their peers and Managers. If problems arise, the new starter will be given timely and informative feedback. They will also be given advice on the actions required to correct the problem. If corrective action is considered inadequate in spite of adequate counselling, employment will not be continued after the probationary period.

Registered
Enterprise Agreement
Industrial Registrar

APPENDIX 1 - REMUNERATION

WAGES

A1.1 Payment of Wages

Wages will be paid weekly by electronic transfer into the employees nominated account.

Employees will be paid at the same rate for each week of the four week work cycle.

If payment is delayed for any reason, the company will discuss the issues with the affected employees and ensure no inconvenience is incurred.

A1.2 Rates of Pay

Top plant rate is increased to \$759.79 per week.

Entry level is \$609.61

All people will be on or between these rates depending on the number of skillblocks they have achieved.

Table A1.2: Rates of Pay for People Who Started Employment On or After July 1st 1996

	Weekly Pay (1996-1998)	Weekly Pay (Commencing June 9 1999)
Top Plant Rate	\$734.10	\$759.79
After SB 4	\$705.53	\$730.22
After SB 3	\$676.95	\$700.65
After SB 2	\$648.38	\$671.07
After SB 1	\$618.69	\$640.34
Entry Level	\$589.00	\$609.61

A1.3 Skillblock System

The exact increase paid will depend on a persons existing base rate, the top plant rate prevailing at the time of the increase and the number of skillblocks the person has to achieve to reach top plant rate.

The formula to calculate a SB Pay Increase is:

$$[\text{SB Pay Increase}] = \frac{[\text{Top Plant Rate} - \text{Current Base Rate}]}{[\text{No SB's to complete following this pay increase}]}$$

This formula is used to ensure all people on the top rate are paid equally.



A1.4 General

The Company may require any employee to work reasonable amounts of overtime.

For overtime calculations, the hourly rate will be the weekly rate divided by 38.

A1.5 Minimum Overtime Payments

The minimum payment for overtime after usual ceasing time will be one hour at overtime rates. The minimum payment for overtime on a Saturday or Sunday will be two hours at overtime rates.

A1.6 Overtime Rates

For all work done outside ordinary hours, Monday to Saturday, the rate of pay will be double time.

For all overtime performed on Sunday, the rate of pay will be double time and a half.

A1.7 Transport following Overtime

Employees will be provided with transport home after overtime if:

- overtime was not pre-arranged, and
- overtime work is completed between 9.00pm and 7.00am

A1.8 Recalled For Overtime

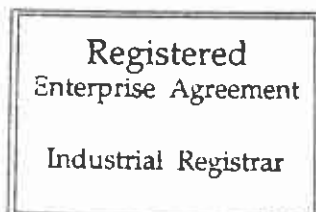
An employee who is recalled from home to work overtime and then returns home at the completion of that work, is entitled to:

1. A minimum of two hours payment at overtime rates
2. Payment for travelling time to and from work (which may form part of the two hour minimum).
3. Payment of the current recommended NRMA mileage rate for the journeys to and from work.

When an employee is called in to work overtime, continuous with their normal shift, they will be entitled to:

1. Payment from the time of notification, if the employee is requested to go to work immediately.
2. NRMA mileage rate for the journey to work, i.e. one way only.

When overtime is arranged in advance, the provisions in this sub-section do not apply.



A1.9 10 hour Break between Work Periods

Any employee required to work overtime after their normal shift shall be entitled to a 10 hour break prior to commencement of their normal shift the following day.

This means that if overtime finishes at a time which would not allow a ten hour break prior to the employee's next work period, the employee will not be required to resume work until they have had ten consecutive hours off duty. There will be no loss of pay for this absence.

Where an employee works at least eight hours overtime on a Sunday or public holiday, and has not had at least 10 consecutive hours off duty between the completion of that overtime and the commencement of ordinary work on the next day, then the provisions of this section apply.

A day worker who is recalled to work a full night shift after the completion of his ordinary shift will not be required to attend for day shift on the following day. The employee will be paid at ordinary rates for the day shift not worked.

This break is designed to ensure the safety and well being of employees. It cannot be overruled by any alternative arrangements.



ALLOWANCES

A1.10 Shift Allowance

In addition to ordinary rates of pay, the following shift allowances will be paid:

Shift workers who work afternoon shift only	17%
Shift workers who work night shift only	34%

A1.11 Training on a different Shift

People who leave their normal shift for a period of a week or less for the purpose of training will maintain their normal shift allowances.

A1.12 Car Usage Allowance

It is preferred that taxis be used for transport of employees on company business.

If an employee uses their own car, the current NRMA rate for a six cylinder car will be paid. In addition, parking fees and bridge tolls will be paid upon receipt of appropriate receipts.

A1.13 Accident Pay

A1.13.1 Definition

Accident pay is the difference between the weekly amount of Workers Compensation paid to an employee as determined by S.36 and S.37 of the NSW Workers Compensation Act (1987) (as amended), and the employee's all purpose rate of pay including shift allowance (where appropriate).

A1.13.2 Limitation

The Company will pay accident pay during the period of incapacity of an employee who is being paid Workers Compensation within the definition of the Act for any one injury until such incapacity ceases or until the expiration of a period or aggregate of periods of 52 weeks.

A1.13.3 Termination

The termination of employment for any reason during the period of incapacity will in no way affect the liability of the Company to pay accident pay. Before each termination of employment takes place, each case will be discussed with the Union. In the event that an employee is terminated and is entitled to further accident pay, the Company will notify the employee of arrangements regarding the payment of accident pay.

A1.13.4 Minimum Service

In the case of any injury within S.4 of the Act, the Company will not be liable to pay accident pay to an employee unless the employee has completed a minimum period of three months service with the Company prior to the date of injury.

A1.13.5 Lump Sum

In the event of any employee receiving a lump sum in commutation of weekly payments (S.51), the employee is liable to repay the Company the amount of accident pay the Company has paid under this Agreement and the employee will not be entitled to further accident pay.



A1.13.6 Recovery of Damages

Where an employee recovers damages (S.151B) from the company, or from a third party from proceedings independent of the NSW Workers Compensation Act (1987), the employee is liable to repay to the Company accident pay which has been paid under this Agreement and the employee will not be entitled to any further accident pay.

A1.14 First Aid Allowance

First aid allowance will be paid to suitably qualified people in Powders and Liquids/PCP on each normal shift of operation. If more than this number of qualified people exist, this allowance will be rotated on a monthly basis according to the first aid roster. On duty first aiders will be paid \$16.00 per week.



APPENDIX 2 - LEAVE

A2.1 Public Holidays

Employees receive the following public holidays without loss of pay:

- New Years Day
- Australia Day
- Good Friday
- Easter Saturday
- Easter Monday
- Anzac Day
- Queen's Birthday
- Labour Day
- Christmas Day
- Boxing Day
- AWU Picnic Day

A2.2 Penalty rates for work on public holidays;

All time worked on public holidays, except Christmas Day and Good Friday, will be paid for at the rate of double time and a half. The minimum payment will be for four hours at double time and a half.

All time worked on Christmas Day and Good Friday will be paid for at triple time with a minimum payment of four hours at triple time.

In addition, employees who work on a public holiday will be given time off, with pay, equal to the number of hours worked on the public holiday as an additional period of leave. Such additional leave to be taken at a time to be mutually agreed between the company and the employee. Such hours, if not taken off, will be paid for on termination.

A2.3 Absence before or after a Public Holiday(s)

An employee who is absent from work on the working day before or after a Public Holiday or period of Public Holiday(s) and RDO, will not be paid for the day or days on which the employee is absent, unless the employee supplies the Company with a medical certificate testifying to their inability to attend work. This certificate must be signed by the employee as well as the doctor. This will not affect the employee's entitlement to be paid for the public holiday(s) or RDO's.

A2.4 Additional Leave Day

The Company grants to employees a day off without loss of pay on the last day prior to the recognised commencement of the annual plant shutdown. In the event an employee(s) is required to work on this day, no penalty rate will apply - a substitute day must be taken within the recognised shutdown period.



A2.5 Annual Leave

Employees will accrue annual leave at the rate of 20 days per annum.

When annual leave is taken, an extra loading of 20% will be paid. However, if the employee is earning shift allowance they will be entitled to either shift allowance or the 20% leave loading, whichever is greater.

If an RDO falls during a period of annual leave, the RDO will not be forfeited. Annual leave will be extended or credited by the appropriate number of days. However, annual leave loading is not paid on RDOs falling during a period of annual leave.

Employees may at their own discretion utilise their annual leave in single day periods to attend to personal matters and still maintain their sick leave entitlements.

A2.6 Sick Leave

A2.6.1 Amount of Sick Leave:

Employees can take up to 10 days of sick leave per year of service. The intention of this provision is to enable employees who are sick to continue to be paid. People who are not sick are expected to attend work.

Shift penalties are not paid during sick leave.

Sick leave that is not used in one year accumulates and may be used, as necessary, in subsequent years.

A2.6.2 Attendance Bonus

This system will reward people who have good attendance records. Bonus payments will be calculated based on attendance in each calendar year, and will be calculated as follows:

Sick Days Taken	Bonus
0	6 days pay
1	6 days pay
2	4 days pay
3	3 days pay
4	2 days pay
5	1 days pay

There will be no bonus paid to people who take more than 5 days sick leave in any one year.

If termination occurs within any calendar year, payment of the attendance bonus will be paid at the above rate on a pro-rata basis for each completed month of service from January 1 in that year. The only exception to this will be in cases of summary dismissal on grounds of serious or willful misconduct.

A2.6.3 Notification:

Employees must give notification of their absence before the start of their normal shift.

It is expected that in consideration for fellow employees at least half an hour's notice be given.

Notification is to be given to the appropriate Team Leader or Manager. If absence is believed to be caused by a work related incident, this must be communicated. The estimated period of absence and nature of illness or injury should also be communicated.

The Company normally requires a medical certificate from a qualified medical practitioner for absences of more than two consecutive days. These certificates must also be signed by the employee.

A2.7 Annual Leave:

Where an employee suffers an illness or injury whilst taking annual leave which results in disability for work of more than five days, the employee may opt to substitute accumulated sick leave for those days in excess of 5 days, with the equivalent amount of annual leave being credited to the employee's accumulated annual leave.

Upon return to work the Company will make the appropriate adjustment to any annual leave loading that has been paid to the employee to take account of the substitution of sick leave for annual leave.

A2.8 Long Service Leave

See NSW Long Service Leave Act, 1955, as amended.

When public holidays fall during a period of long service leave, these holidays will be in addition to the leave taken.

A loading of 17.5% will be paid on long service leave when it is taken, or paid for on termination.

A2.9 Parental Leave

Subject to the Company's Parental Leave policy, and the provisions of the Industrial Relations Act (NSW 1996), all permanent employees with twelve months continuous service are entitled to leave as detailed below:

Maternity Leave : the Company will provide six weeks paid leave following the birth of the child and a further period of unpaid leave not extending past the child's first birthday is also available.

Paternity Leave: Unpaid Paternity Leave of up to a maximum of 52 weeks may be taken at the time of the spouse's confinement or following the birth of the child.

Adoption Leave : Unpaid adoption leave to a combined maximum of 52 weeks is available to adopting parents.

A2.10 Compassionate, Bereavement and Family Leave

Employees may be given paid time off in times of need to attend to unexpected & pressing personal matters.

The amount of leave will be determined by the Team Leader, the Factory Manager and the HR Manager after considering all relevant circumstances.

A Workplace Guideline will be developed to provide further guidance on this issue.

A2.11 Civic Duties Leave

An employee required to attend jury service, or to appear as a Crown witness during ordinary working hours, will be paid as though they had been at work for ordinary hours.

If the period of attendance to these duties is longer than 5 days, any allowances the person receives after the 5th day will be paid to the company.

Employees must give the company as much notice as possible of absence due to such service. Employees may be required to produce proof of attendance.

A2.11.1 Shift Workers:

Afternoon and night shift employees required to attend jury service, or to appear as a Crown Witness, will not be required to attend the shift following such service. This absence will not result in loss of pay.

A2.12 Trade Union Leave

Trade Union representatives are entitled to reasonable leave to attend training courses. This leave will be mutually determined by the representatives and the Focus Factory or HR Manager.

Leave without pay may be granted to Union representatives for Union duties on request from the State Secretary of the AWU and at the discretion of the Company, having regard to production requirements.



APPENDIX 3 - WORKING YEAR

A3.1 Ordinary Hours of Work

Ordinary hours of work will not exceed:

- 40 hours in any one week,
- 8 hours in any one day,
- an average of 38 hours per week over the roster cycle.

It is not acceptable for people to leave before normal finishing time without the express consent of their Team Leader.

A3.2 Meal & Other Breaks

Each normal shift will include a meal break of 20 minutes. In addition, 5 extra minutes will be given for walking and washing. This 25 minutes will be counted as time worked.

Meal and other breaks will be organised to ensure there is no stoppage of equipment in any area.

A.3.2.1 Meal and Rest Breaks during Overtime

A 30 minute meal break will be allowed after one and a half hours of overtime is worked immediately following a person's normal shift. This break will be paid for as time worked.

If overtime work continues after this meal break, a further rest break of 15 minutes will be allowed after a total of four and a half hours overtime work (inclusive of the meal break).

If, by mutual agreement, a meal break is not taken, the Company will pay thirty minutes in addition to the time actually worked.

A rest break of 15 minutes will be allowed when four or more hours of overtime is worked before a person's normal shift. This break is to be taken at the change of shift.

The company will not pay employees an additional 15 minutes to work through rest breaks.

For both meal and rest breaks, the allocated time is the total time spent away from the work area. It therefore includes any time taken for walking, washing etc.

A.3.2.2 Meals Breaks during Weekend Overtime

An employee who works overtime on a Saturday or Sunday will be allowed a meal break of thirty minutes after four hours of overtime worked, if the overtime continues after such meal break.

A.3.2.3 Other Breaks

A paid ten minute tea break can be taken during the first half of each shift. Timing of these breaks will be determined by the Team Leader. Such breaks must be organised to ensure there is no stoppage of any equipment.

Any other rest breaks must be arranged through the Team Leader.

A3.3 Change of Shift

Employees will be given a minimum of one calendar weeks notice if they are required to change shifts. If one week's notice cannot be given, they will be paid at overtime rates for the working days for which notice was not provided.

This provision does not apply if employees request change of shift, or if employees arrange a change between themselves.

A3.4 Rostered Days Off (RDO's):

Management, after discussion with employees, will schedule RDO's. A tentative schedule will be published at the start of each year. This schedule will show 12 RDO's in the year.

This schedule may not be final, and changes to it can be made depending on production requirements. Such changes will be made by management after discussion with affected employees.

Normally RDO's will be scheduled on a Monday and moved to Tuesday when a public holiday occurs.

RDO's will not be scheduled in a Focus Factory over any period of general plant shutdown. The 12 RDO's per annum will be scheduled over the remaining weeks of operation.

Employees engaged in maintenance support, distribution and other customer service activities will be subject to separate and staggered RDO schedules to meet the operating needs of their department.

Where an employee is required to work on an RDO, they will be paid at the rate of single time. In this case, the employee will be granted an alternative RDO not later than the next cycle on a mutually agreed date. In all other cases, RDO's will not accumulate.

RDO's are forfeited if they fall during a period of:

- Long Service leave
- Sick leave
- Workers Compensation leave
- Civic Duties leave
- Maternity leave



APPENDIX 4 - GENERAL MATTERS

CONTRACT OF EMPLOYMENT

A4.1 General

Permanent and temporary employees covered by this Agreement will be employed by the week.

For these employees, employment may be terminated by a week's notice on either side at any time during the week. Alternatively, a week's pay may be given or forfeited.

The Company retains the right to dismiss any employee without notice for serious misconduct. In these cases, wages will be paid up until the time of dismissal only.

REDUNDANCY

A4.2 General

The purpose of redundancy provisions is to compensate permanent employees whose employment is terminated for reasons not foreseen or stated at the time the employee is engaged.

A4.3 Payments:

If redundancies are to be paid, a permanent employee with at least three months service with the Company shall be entitled to the following payments:

Section A

1. four weeks pay in lieu of notice, plus
2. four weeks severance pay, plus
3. (a) four weeks pay in the first year of service greater than three months, and
(b) four weeks pay for each further completed year of service.

Section B

(applies only to members of the Defined Benefit part of the Colgate-Palmolive Superannuation Fund)

1. For members over the age of 55 years, the Company will pay an amount equal to any early retirement discount that, under the Fund Rules, may apply to the Defined Benefit part of the fund
2. For members under the age of 55 years, the Company will pay an amount equal to any amount that the total defined benefit is less than twice the Member's Account (member's contributions plus earnings).

A4.4 Priority

Employees to be made redundant would be determined by the 'last on first off' approach.

In the event of persons volunteering to be made redundant, such applications would be considered on individual merit.

A4.5 Exceptions

The provisions of this section do not apply to a 'temporary' employee who has been employed for a specified period and / or who is employed specifically for the purpose of replacing a permanent employee who is absent for an extended period.

UNION MATTERS

A4.6 Principal Union

The company recognises the Australian Workers Union as the union which solely represents the interests of hourly employees on the Villawood site.

A4.7 Delegates

The Company will recognise a Union Delegate, appointed by the employees, and whose name has been forwarded by the Union in writing to the Company, as the accredited representative of the Union.

Union delegates will be allowed the necessary time during working hours to undertake their tasks as delegates. They will be paid at single time rates if meeting with company representatives outside normal hours.

The parties agree that at times of Agreement renewal, or other significant negotiations, it will be necessary for delegates and / or Union officials to meet together or with their members. Such meetings will be held at mutually agreed times and will be paid as time worked. Other stop work meetings will be unpaid.

A4.8 Right of Entry

The right of AWU Union officials to enter the premises of the Company will be observed in accordance with the provisions of the Industrial Relations Act (NSW 1996).

Registered
Enterprise Agreement
Industrial Registrar

Signed for and on behalf of
Colgate Palmolive Pty Ltd


(Signature)

Date: 23 - 7 - 99

Signed for and on behalf of
The Australian Workers' Union, New South Wales


(Signature)

Date: 20th July .99.

Registered
Enterprise Agreement
Industrial Registrar