

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA02/301

**TITLE:** Colgate-Palmolive Pty Ltd Villawood Plant Agreement 2002-2003

**I.R.C. NO:** IRC 02/4655

**DATE APPROVED/COMMENCEMENT:** 5 September 2002/1 July 2002

**TERM:** 1 July 2003

**NEW AGREEMENT OR VARIATION:** Replaces EA02/135

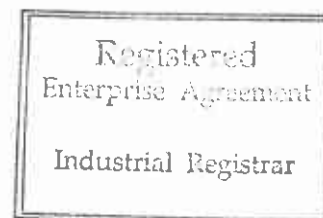
**GAZETTAL REFERENCE:** 18 October 2002

**DATE TERMINATED:**

**NUMBER OF PAGES:** 24

**COVERAGE/DESCRIPTION OF EMPLOYEES:** Applies to employees of Colgate-Palmolive Pty Ltd at the company's Villawood site

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



**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA02/301

**TITLE:** Colgate-Palmolive Pty Ltd Villawood Plant Agreement 2002-2003

**I.R.C. NO:** IRC 02/4655

**DATE APPROVED/COMMENCEMENT:** 5 September 2002/1 July 2002

**TERM:** 1 July 2003

**NEW AGREEMENT OR VARIATION:** Replaces EA02/135

**GAZETTAL REFERENCE:** 18 October 2002

**DATE TERMINATED:**

**NUMBER OF PAGES:** 24

**COVERAGE/DESCRIPTION OF EMPLOYEES:** Applies to employees of Colgate-Palmolive Pty Ltd at the company's Villawood site

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





COLGATE-PALMOLIVE PTY LTD ACN 002 792 163

# ***Villawood Plant***

## ***Enterprise Agreement 2002- 2003***

Registered  
Enterprise Agreement  
Industrial Registrar

# CONTENTS

<b>1. FORMALITIES .....</b>	<b>1</b>
<b>2. OUR FUTURE .....</b>	<b>2</b>
2.1 GENERAL.....	2
2.2 OUR MISSION.....	2
2.3 OUR VISION.....	2
2.4 OUR OPERATING PRINCIPLES.....	3
2.5 PLANT PERFORMANCE.....	4
2.6 TEAM DEVELOPMENT.....	4
2.7 BEHAVIOURS, FEELINGS, ATTRIBUTES.....	4
<b>3. THE WORK ENVIRONMENT.....</b>	<b>5</b>
3.1 HEALTH AND SAFETY.....	5
3.2 EQUITY AND DIVERSITY IN THE WORKPLACE.....	5
3.3 QUALITY.....	6
3.4 ENVIRONMENTAL CARE.....	6
<b>4. QUALITY OF WORKING LIFE: .....</b>	<b>7</b>
4.1 LEARNING SYSTEM.....	7
4.2 REWARD SYSTEM.....	8
<b>5. WORKPLACE MATTERS.....</b>	<b>9</b>
5.1 ISSUES RESOLUTION.....	9
5.2 PERFORMANCE IMPROVEMENT PROCESS.....	10
5.3 RECRUITMENT.....	10
<b>APPENDIX 1 - REMUNERATION .....</b>	<b>11</b>
A1.1 BASE PAY.....	11
A1.2 SKILLBLOCK PROGRAM.....	11
A1.3 OVERTIME.....	12
A1.4 PERFORMANCE BONUS SYSTEM.....	13
A1.5 ALLOWANCES.....	13
<b>APPENDIX 2 - LEAVE.....</b>	<b>15</b>
A2.1 PUBLIC HOLIDAYS.....	15
A2.2 ADDITIONAL LEAVE DAY.....	15
A2.3 ANNUAL LEAVE.....	16
A2.4 SICK LEAVE.....	16
A2.5 LONG SERVICE LEAVE.....	17
A2.6 PARENTAL LEAVE.....	17
A2.7 FAMILY AND COMPASSIONATE LEAVE.....	18
A2.8 BEREAVEMENT LEAVE.....	18
A2.9 CIVIC DUTIES LEAVE.....	18
<b>APPENDIX 3 - WORKING YEAR.....</b>	<b>19</b>
A3.1 ORDINARY HOURS OF WORK.....	19
A3.2 MEAL & OTHER BREAKS.....	19
A3.3 CHANGE OF SHIFT.....	19
A3.4 ROSTERED DAYS OFF (RDO's):.....	20
<b>APPENDIX 4 - GENERAL MATTERS.....</b>	<b>21</b>
A4.1 CONTRACT OF EMPLOYMENT.....	21
A4.2 REDUNDANCY.....	21
A4.3 UNION MATTERS.....	22

Registered  
Enterprise Agreement  
Industrial Registrar

## FORMALITIES

### Title

- 1.1 This agreement is the Colgate-Palmolive Pty Ltd Villawood Plant Agreement 2002-2003.

### 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 continued success of the Villawood manufacturing site.
- We will continue to develop systems of work that benefit the business and it's people.
- This agreement is supplemented by workplace guidelines that help us implement principle based decision making within the plant. These guidelines are based on the 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 2003

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.

### 2.2 Our Mission

#### THE VILLAWOOD MISSION STATEMENT

*"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."*

Our mission reminds us of what we are here to do. It has three main components.

Firstly, we have to manufacture what our customers want, when they want it. This requires systems and practices that produce and deliver products quickly and efficiently.

Secondly we have to produce these goods at a cost that enables us to charge a price that customers are willing to pay, whilst also meeting health, safety and environmental standards.

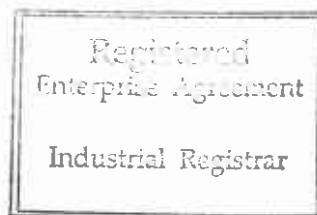
And thirdly, we must be the best. If we are not some, and eventually all, of our products will be made by others who can meet the required standards at lower cost. Being the best, and staying the best, requires continual improvement.

### 2.3 Our Vision

#### OUR VISION:

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

Our vision provides longer term directional guidance. It creates a picture of what our future will look like. We need to keep sight of our vision as we deal with day to day issues and ensure our decisions and directions are consistent with it.



## 2.4 Our Operating Principles

Base Number: VWST-BU-H01-02

### **VILLAWOOD OPERATING PRINCIPLES:**

*Each of us has the responsibility to contribute to the customer, the business, and each other.*

*We all have a responsibility for ensuring that health, safety and the environment are not compromised in any way.*

*Achieving the best results requires that work teams be self managed, multi-skilled and flexible.*

*Effective decisions are based on relevant and valid data and made at the point where action can be taken.*

*Communication is open and honest, with all information freely available.*

*Our work environment is one of respect, trust and honesty. We support, encourage and cooperate with each other.*

*We are committed to the personal growth, training & development of our people.*

*People will receive fair recognition and reward for their contributions.*

*Ideas are the foundation of our future development and continuing progress*

*Review and improvement of our systems is an ongoing and open process.*

Principles enable decisions to be made that are consistent over time but also take into account individual circumstances and issues.

Principles expand the Vision, providing details of the kind of workplace we wish Villawood to be.

From these Principles and the Vision and Mission we have developed Workplace Guidelines. These Guidelines help guide principle based decision making within the plant and supplement this Agreement.



## 2.5 Plant Performance

We are committed to achieving the following results by 2005:

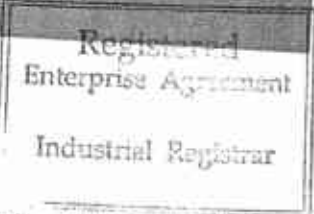
**VILLAWOOD 2005 OBJECTIVES**

*Health and Safety*  
Goal: No Lost Time or Medical Treatment Injuries

*Cost*  
Goal: Reduce Conversion Cost per Case to \$2.50

*Line Performance*  
Goal: Improve Site AU to 76% or greater  
Goal: Improve Average Throughput Rate by 18%

*Quality*  
Goal: Improve nominated Cp/Cpk's to 1.33 or greater



## 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 all people covered by this agreement is "Manufacturing Team Members".

The role of manufacturing team members includes ever increasing amounts of coordination and improvement work. As this change takes place, Coordination team members will increasingly focus on improvement work. Coordination Team Members will also assist with physical manufacturing tasks when the need arises.

## 2.7 Behaviours, Feelings, Attributes

Ultimately all results are achieved through people. All our people must exhibit the behaviours, feeling and attributes that support and enhance our workplace.

**BEHAVIOURS, FEELINGS, ATTRIBUTES**

*Responsible*  
*Solution Oriented*  
*Team Workers*  
*Communicative*  
*Flexible*  
*Non Discriminatory*  
*Willing to Learn and Change*  
*Committed to Safety, Quality and Environmental Standards*  
*Committed to Our Goals and Vision*  
*Well Trained*  
*Multi-Skilled*  
*Knowledgeable*  
*Proud of their work and committed to our shared future*



## THE WORK ENVIRONMENT

### 3.1 Health and Safety

#### 3.1.1 Vision & Objective:

We believe that all occupational injury and illness can and should be prevented. Our objective is to implement systems that result in the elimination of any instance of injury or illness.

#### 3.1.2 General

Health and safety is everyone's responsibility.

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

Each person working at Villawood has a responsibility to:

- understand, follow, and actively assist others to understand and follow, all safety policies, guidelines, procedures, and established safe work practices.
- assess the risks associated with any work and control those risks before and during the work.
- take immediate action to correct or control any serious hazard or potential hazard, and report all hazards & incidents
- participate in safety training and safety improvement processes
- participate in workplace-based rehabilitation if necessary
- maintain their work area and equipment in a safe, clean and organised state

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

### 3.2 Equity And Diversity In The Workplace

#### 3.2.1 Vision & Objective

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

#### 3.2.2 General

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

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

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

The company has established Equity and Diversity procedures for dealing with issues 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.



### 3.3 Quality

#### 3.3.1 Vision and Objective:

We are committed to exceeding quality expectations in the areas of product performance, consistency, safety, and value.

This requires us to clearly define quality expectations using customer requirements, corporate standards, and our personal principles.

#### 3.3.2 General

Every person at Villawood contributes to the quality of the products we produce, regardless of where they work, or the position they hold. Our people are essential to sustaining high quality in our products, processes, facilities, and business decisions. For this reason, all employees carry responsibility for ensuring compliance with our corporate and local standards and participating in quality improvement by identifying improvement opportunities, and by involvement in the implementation of product and process enhancements.

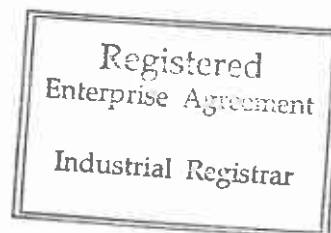
### 3.4 Environmental Care

#### 3.4.1 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.

#### 3.4.2 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.



# QUALITY OF WORKING LIFE:

## 4.1 Learning System

### 4.1.1 Vision and Objective:

Learning and application of learning are essential for improvement and business survival. A goal oriented, competency based learning system is available to all people. Through this system, each team will develop all the skills necessary to successfully perform its tasks.

The workplace requires the right blend of specialists (who have in-depth skills in limited areas), and generalists (who are multi-skilled across many areas). The learning system supports both specialists and generalists.

### 4.1.2 Universal Learning

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

- **general areas**  
eg safety, quality, environment, E&D, cost control etc
- **job specific areas:**  
these cover the actual manufacturing tasks required to satisfy customer demand
- **personal competencies:**  
eg goal setting, giving feedback, problem solving, training others, etc
- **interpersonal & team skills:**  
eg group skills, meeting skills, communication, giving & receiving feedback
- **business understanding:**  
eg company goals and results, company policies, company functional areas

### 4.1.3 Learning System

The learning system consists of learning materials (content) and systems to manage learning (process).

In general, learning content is organised into learning units. Currently there are area specific learning units, general skills units (core learning units) and specialist learning units.

The plant requires that only a limited number of suitably qualified people complete Specialist Learning Units. For this reason, access to these units will be limited. Objective criteria will be used to select people for these Units.

### 4.1.4 Job Rotation

To make way for people who wish to learn new jobs, people have move out of their existing positions when required. People not participating in the skillblock program, must still develop competence in their new positions and participate in general change and improvement efforts.

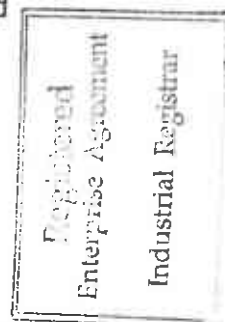
### 4.1.5 Safety Induction Period

People training in a new position will be part of the normal crew, except for a short period of safety induction. The safety induction period will vary from area to area and will be set by the Learning Team (after discussions with people in the area) and approved by the Strategic Team. The intent of the safety induction period is to ensure people are aware of the hazards in an area and can shutdown equipment in an emergency situation.

### 4.1.6 Commitment to Learning

Commitments to learning specify the maximum period of time that is to be spent on a learning unit. They are a joint commitment by both the employee and their respective Area Leaders. Special introductory learning sessions will assist people start the learning process.

The Learning Team will review situations where people have not completed a skillblock within a reasonable time. These people can be moved out of an area to make way for new learners.



#### 4.1.7 Participation

All people who joined the company on or after July 1<sup>st</sup> 1996 must participate in the learning system and skillblock program.

### 4.2 Reward System

#### 4.2.1 Vision and Objective:

Our reward system encourages behaviours that support the achievement of our business and workplace objectives. The principle is that people will receive fair recognition and reward for their contributions.

Organisations pay market rates in order to attract and retain good people. Our objective is to pay people in the top quartile for achieving and sustaining world class performance.

The main components of the reward system are

- base pay:
  - consists of a plant entry rate, performance based general increases and skillblock increases
  - rewards contribution (knowledge, skills, abilities, behaviours and role)
- variable pay:
  - performance bonus is based on overall plant performance subject to adequate individual involvement.
- other allowances, superannuation etc

#### 4.2.2 Skillblock Program

The skillblock program supports the Learning system by encouraging people to acquire and apply an appropriate range and depth of manufacturing related competencies.

Since inception, the program has been successful in encouraging people to develop skills across a greater range of manufacturing areas. However the program has not been as effective in supporting the acquisition and application of an appropriate depth of skills, or rewarding individual contributions made in an area. So there is a need to improve the current Skillblock Program.

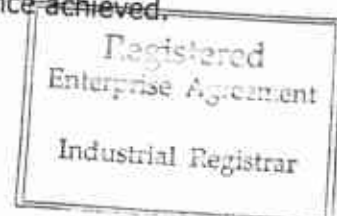
We commit in this agreement to mutually develop improvements to the Learning System and Skillblock Program that will:

1. support the acquisition and application of an appropriate depth of skills in areas where that is required
2. continue to encourage an appropriate degree of multiskilling and movement through different areas of the plant
3. support and reward people who make significant contributions to their team and area

These improvements will be developed and agreed before July 1, 2003

#### 4.2.4 Performance Bonus

The plant bonus system rewards the continuous improvement of important plant performance measures. The bonus system can also reward the maintenance of world class performance. Payment of the bonus is dependent on the actual level of performance achieved.



# WORKPLACE MATTERS

## 5.1 Issues Resolution

### 5.1.1 Vision Statement

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

### 5.1.2 Issues Resolution Process

Unresolved issues concerning any behaviour, action, decision, proposal etc in the workplace should be dealt with according to the following process:

## ISSUES RESOLUTION PROCESS

### *Step 1: Discuss with Other Party*

*People should normally make all efforts to raise and resolve issues amongst themselves. Training has been provided in how to give and receive effective feedback.*

### *Step 2: Discuss with Area Leader*

*Any issue which arises between an individual and the company should first be discussed with the individual's Area Leader. Any issue between two people that they are unable to resolve themselves should next be discussed with an Area Leader.*

*If required, a person may ask another person to help them during this meeting and any further meetings.*

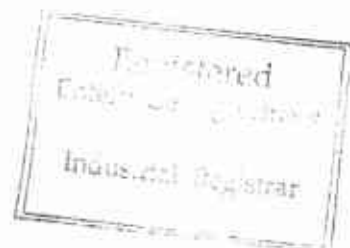
*The Area Leader may need to consult with other Managers and/or other team members to resolve the issue.*

### *Step 3: Discuss with Focus Factory Manager*

*The assistance of the Focus Factory Manager should be sought if discussion with the Area Leader has not resolved the issue.*

### *Step 4: Discuss with Plant Manager, Human Resources Co-ordinator, HR Manager*

*The assistance of the Plant Manager, Human Resources Co-ordinator, HR Manager, and, if necessary, an official of the Union can be sought if the issue is still unresolved.*



## 5.2 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".

## 5.3 Recruitment

### 5.3.1 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. The future peers of the candidates will be involved in the selection process.

### 5.3.2 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 constructive feedback. They will also be given advice on the actions required to correct the problem. If corrective action is considered inadequate in spite of appropriate counselling, employment will not be continued after the probationary period.



## APPENDIX 1 - REMUNERATION

### A1.1 Base Pay

#### A1.1.1 Payment of Wages

Wages will be paid weekly by electronic transfer into the employees nominated account. If payment is delayed for any reason, the company will discuss the issues with the affected employees and ensure no inconvenience is incurred.

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

#### A1.1.2 Rates of Pay

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

1. Achievement of skillblock increases (see A1.2).
2. A general increase of 3%, effective July 1, 2002.

Registered  
Enterprise Agreement  
Industrial Registrar

Pre 3% increase	Rates Effective 1 July 2001 – 1 July 2002		
	Hourly Rate	Weekly Rate	Annual Rate
Entry Level	17.18	653.01	33956.73
Skillblock 1	18.05	685.93	35668.45
Skillblock 2	18.91	718.85	37380.20
Skillblock 3	19.75	750.53	39027.89
Skillblock 4	20.58	782.21	40675.01
Plant Rate	21.41	813.88	42322.12

Post 3% increase	Rates Effective 1 July 2002 – 1 July 2003		
	Hourly Rate	Weekly Rate	Annual Rate
Entry Level	17.70	672.60	34975.44
Skillblock 1	18.59	706.51	36738.52
Skillblock 2	19.48	740.42	38501.61
Skillblock 3	20.34	773.05	40198.74
Skillblock 4	21.20	805.68	41895.27
Plant Rate	22.06	838.30	43591.79

### A1.2 Skillblock Program

For people that started employment with the company on or after July 1<sup>st</sup> 1996 a total of five skillblocks must be completed to achieve top plant rate. Their first skillblock is an introductory one, consisting of one area learning unit (ALU) and one core learning unit (CLU).

For people who started employment before this date, a total of four skillblocks must be completed to achieve top plant rate.

Except for the introductory skillblock, skillblocks will be constructed to represent roughly equal amounts of learning. Normally, skillblocks consist of one area or specialist learning unit and two core learning units. However some specialist learning units may constitute an entire skillblock depending on the amount of learning involved.



Skillblock pay increases are calculated so that each individual can achieve top plant rate by completing the required number of skillblocks. The formula to calculate a SB Pay Increase is:

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

A person will receive 50% of the skillblock payment on completion of an area or specialist learning unit and 25% for each core learning unit completed. A individual must complete a skillblock before they become eligible for pay increases from further learning units.

### **A1.3 Overtime**

#### **A1.3.1 General**

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

For full time employees, the overtime hourly rate will be based on the weekly rate divided by 38.

#### **A1.3.2 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.

#### **A1.3.3 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.

#### **A1.3.4 Transport following Overtime**

If necessary, 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

#### **A1.3.5 Recalled For Overtime**

##### **Call Back**

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

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

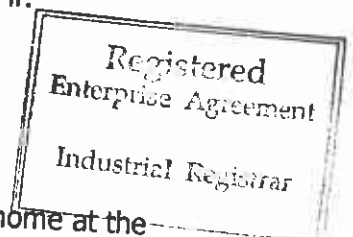
##### **Call In**

An employee who is called in to work overtime continuous with their normal shift is entitled to payment from the time of the call (up to a maximum of one hour) if the call is made less than one hour before the requested start time.

When overtime is arranged in advance, the provisions in this section (A1.3.5) do not apply.

#### **A1.3.6 10 hour Break between Work Periods**

During any two periods of work, at least one of which includes a period of overtime, there will be a break of at least 10 consecutive hours. There will be no loss of pay for absence during this break.





This break is intended to allow people an adequate period of rest and recuperation. It is important for the safety and well being of shift based employees. It cannot be overruled by alternative arrangements.

**A1.3.7 Team Meetings**

To minimise disruption to operations, regular team meetings will be held outside of normal shift times. A total of 26 meetings, each of one hour duration will be held each year. These meetings will normally be held every 2nd week. If a meeting falls on a holiday, RDO etc it will be rescheduled to mutually convenient date & time. If a meeting needs to be rescheduled for any other reason, this will be done by consultation between the Area Leader and team members.

This meeting time will not attract extra payment as compensation has been included in the general increase paid in June 1999 and in this Agreement.

Every team member is expected to attend every meeting. Additional team meetings may still be scheduled during normal work hours or paid for at overtime rates.

**A1.4 Performance Bonus System**

An annual performance bonus will be paid for achievement of individual and 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.

**A1.5 Allowances**

**A1.5.1 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%

**A1.5.2 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.

**A1.5.3 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 production of appropriate receipts.



**A1.5.4 Accident Pay****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 but excludes any shift allowance.

**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.

**Shift Allowance**

In addition to Accident Pay, normal shift allowances will be paid subject to the following limitations:

- if the person is confined to hospital, their normal shift allowances will be paid for a total period or aggregate of periods of no more than 52 weeks
- if the person is undergoing workplace based rehabilitation on day shift, their normal shift allowances will be paid for a total period or aggregate of periods of no more than 26 weeks.
- if the person is not attending work and is not confined to hospital, their normal shift allowances will be paid for a total period or aggregate of periods of no more than 12 weeks

**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.

**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.

**Lump Sum**

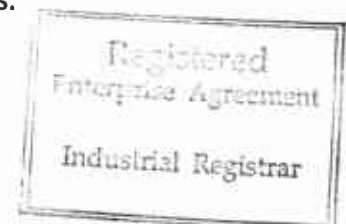
In the event of any employee receiving a lump sum in commutation of weekly payments (S.51), the employee is liable to repay the Company the amount of accident pay the Company has paid under this Agreement and the employee will not be entitled to further accident pay.

**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.

**A1.5.5 First Aid Allowance**

First aid allowance of \$8.00 per week will be paid to rostered first aiders.



## APPENDIX 2 - LEAVE

### A2.1 Public Holidays

#### A2.1.1 General

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

The company will make every effort to allow people to use annual leave to recognise other recognised religious holidays. However these days will not be treated as public holidays.

#### A2.1.2 Penalty Rates for Work on Public Holidays

The intention of public holiday penalty rates is to compensate people for loss of a public holiday. If no such loss occurs, the provisions and penalty rates of this section do not apply.

Work on a public holiday (except Christmas Day and Easter Sunday) 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.

Work on Christmas Day and Easter Sunday public holidays will be paid for at triple time with a minimum payment of four hours at triple time.

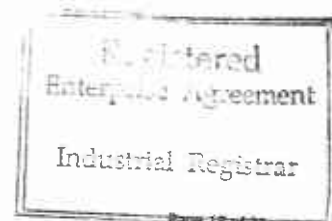
In addition, employees who work on a public holiday will be given time off, with pay, equal to the number of hours worked on the public holiday as an additional period of leave. Such additional leave to be taken at a time to be mutually agreed between the company and the employee. Such hours, if not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

#### A2.1.3 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.

### A2.2 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.



## A2.3 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. However as much notice as possible should be given of such absences.

## A2.4 Sick Leave

### A2.4.1 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. Sick leave for the purposes of caring for family members can also be approved by an Area Leader. People who are not sick or caring for family members are expected to attend work.

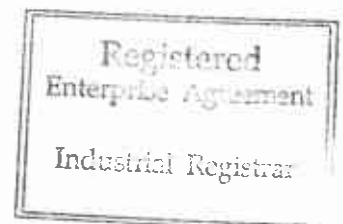
Shift penalties are not paid during sick leave.

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

### A2.4.2 Attendance Bonus

This bonus rewards people who have good attendance records. Payments will be calculated based on attendance in each calendar year as follows:

Days of Unplanned Leave	Bonus
0	7 days pay
1	5 days pay
2	4 days pay
3	3 days pay



Unplanned leave is any leave where less than 24 hours notice is received of the absence and includes the whole period of absence.

People who have not attended work for any reason (including incapacity following workplace injury, but excluding annual leave) for a cumulative period of 28 or more days in the year become ineligible to receive an attendance bonus.

If termination occurs within any calendar year, an 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 wilful misconduct.

### A2.4.3 Notification

Employees must provide as much notification as possible of their absence before the start of their normal shift. Teams will establish minimum notification periods that must then be respected.

If absence is believed to be caused by a work related incident, this must be communicated to the Area Leader, Factory Manager, or OHS Manager. The estimated period of absence and nature of illness or injury must 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.

#### **A2.4.4 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.

### **A2.5 Long Service Leave**

Refer to 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.

### **A2.6 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.



## **A2.7 Family and Compassionate Leave**

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

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

Family Leave is intended to help people deal with unexpected family crises that require short term absence from the plant. It is expected that Family Leave will be utilised to establish alternative care arrangements. It is not to be considered an entitlement. Rather it is an opportunity for the company to recognise an individual's commitment to the Plant and the Business in a meaningful way at a time of genuine need. People need to apply for Family Leave in writing, usually after the period of absence.

## **A2.8 Bereavement Leave**

The amount of leave will be mutually determined with the employee, by the Area Leader and Factory Manager after considering all relevant circumstances. As a guide, 3 days would normally be granted for a bereavement in the immediate family. Consideration will be given with respect to additional leave (3 days maximum) for overseas travel required to attend funerals.

## **A2.9 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 5<sup>th</sup> 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.

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.



## APPENDIX 3 - WORKING YEAR

### A3.1 Ordinary Hours of Work

Ordinary hours of work will be:

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

Normal shift times are flexible between the following periods:

	Start Time Period	Finish Time Period
Day Shift	0600 – 0700 hrs	1400 – 1500 hrs
Afternoon Shift	1400 – 1500 hrs	2200 – 2300 hrs
Night Shift	2200 – 2300 hrs	0600 – 0700 hrs

Part time work arrangements may also be available on request. Access to part time work will be decided by the Company on a case by case basis, with matters such as business need, personal circumstances, an individual's work history and future demand taken into account.

### A3.2 Meal & Other Breaks

Each normal shift will include a meal break (including walking and washing time) of 30 minutes. This 30 minutes will be counted as time worked.

In addition a paid 10 minute break can be taken during the first half of each shift.

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

#### A3.2.1 Meal and Rest Breaks during Overtime

Meal and other breaks during overtime should generally follow the normal pattern for breaks during the shift worked.

However if the normal timing of these breaks is such that a person would be required to work more than 5 hours without a break, then the normal pattern should be broken to allow a person a break of 20 minutes.

This break can only be taken in addition to normal meal or rest breaks if it is required to prevent a person working more than 5 continuous hours. It is only available if total time worked is 12 hours or longer. This break must be taken or forfeited.

Where possible, this 20 minute break should be timed to ensure there is no stoppage of equipment in any area.

#### A3.2.2 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.

### 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 manufacturing 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 if 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 may be requested, with reasonable notice, to separate and stagger 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
- Parental leave





## APPENDIX 4 - GENERAL MATTERS

### A4.1 Contract Of Employment

#### A4.1.1 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.

### A4.2 Redundancy

#### A4.2.1 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.

#### A4.2.2 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)

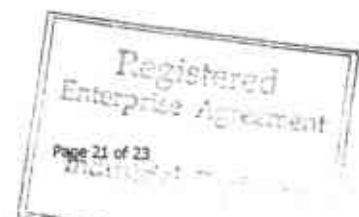
1. For members over the age of 55 years, the Company will pay an amount equal to any early retirement discount that, under the Fund Rules, may apply to the Defined Benefit part of the fund
2. For members under the age of 55 years, the Company will pay an amount equal to any amount that the total defined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

#### A4.2.3 Priority

Employees to be made redundant would be determined on a "last on, first off" basis. In the event of persons volunteering to be made redundant, such applications would be considered on individual merit.

#### A4.2.4 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.



## **A4.3 Union Matters**

### **A4.3.1 Principal Union**

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

### **A4.3.2 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.

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

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


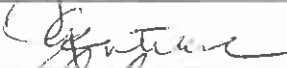
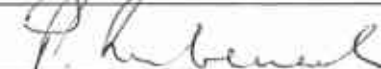
### **A4.3.3 Right of Entry**

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).



**VILLAWOOD ENTERPRISE AGREEMENT 2002 – 2003**

COLGATE PALMOLIVE, VILLAWOOD, NSW, AUSTRALIA

<b>Prepared by:</b>		G. KRITIKAKIS	Date: 5-8-02
<b>Approved By:</b>		PP. G. KRITIKAKIS (HR Manager)	Date: 5-8-02
<b>Authorised By:</b>		P. RUBENACH (Plant Manager)	Date: 5-8-02

<b>Supersedes:</b>	VWST-BU-H01-01	<b>Effective Date:</b>	01-07-2002	<b>Review Date:</b>	01-07-2003
--------------------	----------------	------------------------	------------	---------------------	------------

**Distribution:**

<b>Site-Wide</b>	<b>Focus Factories</b>		
Quality Systems Support	VWST 01	LFF Manager	VWLQ 01
Plant Manager	VWST 02	LFF Team Centre	VWLQ 02
HR Manager	VWST 05	PCP Manager	VWPC 01
Site Engineering Group	VWST 06	PCP Team Centre	VWPC 02
Mfg / HR Administration	VWST 10	PFF Manager	VWPW 01
<b>City Head Office</b>		PFF Team Centre	VWPW 02
HR - City			
Payroll - City			

**Total number of Controlled Copies = 13.**

**If a CONTROLLED COPY needs to be shared between two or more people, the hard copy will be housed by the person/area whose name appears in Bold/Underlined script.**

