

ENTERPRISE AGREEMENT

NO: E.A. 166 /1994

DATE REGISTERED: 25-5-94

PRICE: \$ 40-00

APOLLO BATTERIES (MFG) PTY LIMITED

ENTERPRISE AGREEMENT

1 TITLE OF AGREEMENT

The Agreement shall be known as the Apollo Batteries (Mfg.) Pty Limited Enterprise Agreement of 1993. The signatories to this Agreement are Apollo Batteries (Mfg.) Pty. Limited (ACN 060 264 800) and the employees.

2 SPIRIT OF AGREEMENT - PURPOSE AND INTENT

The spirit, purpose and intent of the Agreement is to promote employment relationships through which contribution of employees to the efficiency and effectiveness of the enterprise is encouraged, recognised and appropriately rewarded.

In achieving this purpose, the following principles are paramount in importance:

- a The maintenance of a healthy working environment and safe systems of work.
- b Responsive and reliable delivery of products and services to meet our internal and external customer requirements.
- c Continuous improvement of the total process and all parts of the process with the goal of increasing competitiveness.
- d Cooperation to ensure the profitable, efficient and ongoing operations of the business.
- e Development and maintenance of a workplace that encourages and facilitates teamwork, employee involvement and responsibility in all aspects of business operation.
- f Providing employees with market place competitive salary and benefits.
- g Grievances will be responsibly managed to mutual satisfaction without disruptions to Company operations. Issues will be resolved in accordance with the Grievance Procedure contained in the Agreement.
- h The Company recognises the stake all employees have in the performance of the business and will ensure open and frequent communication of business results. It is expected such meeting shall occur on at least a quarterly basis.
- i The Company and its employees acknowledge the need to ensure maximum flexibility in task assignment appropriate to an employee's level of training.

3 SHARED VALUES

The objective of the parties is to achieve world class excellence in safety, productivity, quality, flexibility, communication and commitment.

The parties agree to accept and act by these shared values:

- * giving our customers the best value products.

- * being the best supplier in each of our markets.
- * offering product, services and support that best meet our customers' need.
- * adopting the approach of prevention rather than detection
- * aggressively pursuing innovation, accepting the associated risks.
- * being honest, hard working and caring in our dealings with each other.
- * delegating authority to those best able to make the decisions.
- * establishing an environment that helps each of us to reach our full potential.
- * communicating in an open, timely and candid manner.
- * judging performance on the basis of real contributions to the achievement of our own high expectations.
- * striving to continually improve upon our performance in all areas.

4. OBLIGATIONS UNDER THIS AGREEMENT

Each of the parties to this agreement recognises that they have specific obligations to achieve the common goal and objectives.

a THE COMPANY is obligated to:

- i) Provide opportunities for learning and skill formation and career progression for all employees.
- ii) Provide information about the Company and conditions at the workplace which affects the jobs of employees.
- iii) Ensure that no employee will be required to undertake tasks for which they have not received adequate and appropriate training.
- iv) Provide the appropriate skills development to ensure that all employees can participate in the consultative process, and
- v) Provide a safe, healthy working environment, including the provision of protective equipment.

b EMPLOYEES of the Plant are obligated to:

- i) Participate in training arrangements and be prepared to work throughout the plant, across the range of all machines, equipment and processes.
- ii) Comply with all Company safety rules and regulations including the use of all protective equipment.
- iii) Maintain a high standard of behaviour particularly in regard to attendance, punctuality and relations with others.
- iv) A personal commitment to participate in the process of improvement to all aspects of the Company's operation, including:

- * Safety
- * Quality
- * Housekeeping and cleanliness
- * Productivity and effectiveness.

5 TERM AND OPERATION OF AGREEMENT

This agreement shall, having regard to S117 of the Industrial Relations Act 1991, have effect from the date it is registered and will remain in force until 31st January 1996.

6 COVERAGE

This Agreement relates to all activities conducted by Apollo Batteries (Mfg) Limited (ACN 060 264 860) operations from the Company's operations at 4 Harvey Road, Marayong NSW 2148 and shall supersede any other awards that may apply to the manufacturing operations at that site.

7 DURESS

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

8 CLASSIFICATION STRUCTURE

This Agreement shall apply to the two (2) defined occupational streams identified below (and defined in Appendix B attached hereto), located at the Marayong site:

- I) Process Technicians
- II) Maintenance Technicians

Appendix A to this Agreement provides the salary structure for each of these streams. The prime responsibility within each position is to work as part of a team to deliver quality goods and services that meet customer (internal and external) requirements every time.

All employees within each classification and grading shall be paid the same rate of pay, irrespective of the shift pattern being worked.

Progression through each level will be based on performance, acquisition of the required skills and completion of appropriate training to the needs of the Company.

9 OPERATIONAL FLEXIBILITY

It is agreed that it is in the best interest of the company and all its employees to maintain the greatest possible flexibility with regard to Company operations.

The start up of company operations at Marayong, will run five (5) days per week, and operate for approximately eight (8) hours per day. In some areas, twelve hour shifts may also be in operation.

As production levels dictate, the operation will move to six (6) and/or possibly seven (7) days per week, on a 24 hour per day basis.

The number of days per week and the respective shifts per week may vary in each department

of the Company, dependent upon production requirements.

All employees shall be prepared to work whatever shift pattern is required by the Company to maintain operational flexibility.

Wherever possible, employees will be provided with at least 48 hours notice of a shift change.

In relation to matters contained in this Agreement, the parties agree that no work stoppages or bans will be authorised or undertaken which would cause a disruption to the operation of the plant.

10 TERMS OF EMPLOYMENT

The Terms and Conditions of Employment of all employees engaged at the Marayong site will be governed by this Enterprise Agreement as of the date of registration of this Agreement.

Except as otherwise provided, payment for all employees shall be by the week, deposited by Electronic Funds Transfer into a nominated bank account on Thursday of each week.

The first three months of employment of a new employee shall be on a probationary (trial) basis. Employees on probation may be terminated with one day's notice on either side.

An assessment shall take place no later than six months from the date of commencement of production to determine whether any conditions at the site warrant a review of the terms and conditions of employment in this Agreement.

Such review shall involve management and elected employee representatives.

11 HOURS OF WORK

- a It is agreed that the patterns of work for all employees will be determined by the Company to meet business requirements within the following parameters:
 - a1 Ordinary hours of work that shall not exceed 40 hours per week, averaged over a 52 week period.
 - a2 A minimum ordinary shift of 8 hours, 10 minutes unless otherwise agreed between the Company and the employee.
 - a3 Where, due to the absence of another employee additional time may be worked to perform the function of that absent employee. Such additional time shall be subject to time off in lieu, such that maximum ordinary hours of work shall not exceed 40 hours per week averaged over a 52 week period.
 - a4 Hours are to be worked over a 1, 2, 3 or 4 shift basis dependent upon production requirements and the department the employee is assigned to and may be worked over day, afternoon or night shifts.

a5 The Company will determine, in conjunction with employees, optimum shift patterns to meet business needs and employees will be rostered accordingly.

b Averaging of Hours Worked over the Year

It shall be necessary that between the months of March and August (approximately), for employees to work an additional shift per week, taking the number of shifts per week to six (6). The sixth day shall be worked on a Saturday and shall be limited to no more than fifteen Saturdays in a given twelve month period.

Such additional sixth shift worked shall be taken as time off at a later date during the months of September to February (approximately) with the agreement of the Company in the following manner:

b1 Days nominated by the employee provided it does not disrupt the production efficiency of the department.

b2 Days nominated by the company as closedown periods, or extensions to public holidays. This shall not affect provisions of the Annual Holidays Act.

b3 Days nominated by the company as days to be taken off to create a shorter working week.

The purpose of subclause 11b is to balance the number of additional shifts worked during the colder months with shifts to be taken off during the warmer months.

11c Banking of Additional Shift Hours

c1 For the purposes of payment of wages, the rate of pay shall remain constant throughout the year.

c2 Each additional sixth shift between March and August shall be logged for each employee to ensure that during the period September to February, all additional shifts worked have been taken.

c3 If an employee leaves the Company and has hours owed to him/her, all outstanding hours shall be paid out upon termination.

c4 The rate at which time off in lieu is paid during the September to February period shall be at the rate the employee is earning at the time of taking such time off.

11d Extra Hours Requirement

Apart from Clause 11b where a sixth shift shall be worked during March to August, there shall be from time to time the need for employees to work a reasonable number of extra hours to meet the requirements of their job. Every effort shall be made to work together to minimise these extra hours.

No additional payment shall be made for the working of the first 3 hours as there has been

a provision included in the annualised salary for the working of up to 3 hours extra time per week.

Where the working of extra time in any week exceed three (3) hours (not taking into account the sixth shift in winter) the employee shall be entitled to time off in lieu for the amount of time worked in excess of the three (3) hours. The working of additional hours beyond three hours per week shall be on a voluntary basis.

It is the Company's intention that the three (3) hours would only be an extension of a normal shift Monday to Friday (or Saturday if during the winter months).

A log shall be kept of all extra hours worked for each employee and at the expiry of six months from the date of commencement of production a review shall occur to determine the average number of extra hours actually worked.

At such a review, discussions shall take place between management and employee representatives to determine if any changes to this clause 11d is required.

12 BREAKS

During the first 6 hours of any shift, employees shall be entitled to two breaks, the first being for a duration of 10 minutes, to be taken within 3 hours of commencement. The second break, of 30 minute duration, is to be taken within 6 hours of commencement as a lunch break.

Such rest periods shall be staggered in each section to ensure minimum disruption to the operation and shall be counted as time worked.

13 DUTIES

The duties and responsibilities of all employees covered in this Agreement are contained in the Appendix B of this Agreement.

14 SHIFTWORK PAYMENTS

Shiftwork allowances, where applicable, shall be part of the annualised salary as defined in clause 20. See Appendix C for definitions of shiftwork.

15 PERMANENT, CASUAL, PART TIME AND FIXED TERM EMPLOYEES

A permanent employee shall be regarded as a permanent, full time employee engaged and paid in accordance with the wages set out in Annexure "A".

A casual or part time employee is one engaged or paid as such.

A casual employee shall be paid at a rate of one fourtieths of the base weekly salary of the position the casual employee is performing, plus 20 percent casual loading in lieu of all other benefits.

A part time employee shall be paid prorata, depending on hours worked, of a weekly rate equal

11W
2-
7-
[Handwritten signatures and initials]

to one fifty second of the base annual salary. A part time employee will receive prorata leave entitlements depending on hours worked.

A Fixed Term employee shall be paid the appropriate Level 1 rate of pay for his/her classification as contained in Annexure "A".

A Fixed Term employee is one who is contracted to work for a specified period of time.

16 PUBLIC HOLIDAYS

The following days shall be treated as Public Holidays for the purpose of this Agreement:

- * New Year's Day
- * Australia Day
- * Good Friday
- * Easter Saturday
- * Easter Monday
- * ANZAC Day
- * Christmas Day
- * Boxing Day
- * The designated Queen's Birthday
- * The designated Eight Hour Day.

Any additions or deletions to the above public Holidays shall be as gazetted by the NSW Government.

17 WORKING ON A PUBLIC HOLIDAY

Where an employee agrees to work on such public holidays that employee shall be entitled to another day off in lieu.

18 SALARY

It is the policy of Apollo Batteries (Mfg) Pty Limited that employees shall be paid a salary that is competitive and recognises their contribution to the achievement of team and Company goals.

19 ANNUALISED SALARY

All employees, shall be paid an annualised salary as per Appendix A.

This salary will take into account:

- * Annual leave loading
- * Overtime that may be required to be worked (up to 3 hours per week)
- * Shift loading of 15% for afternoon and night shifts

* Call ins.

An employee is expected to be available to work a reasonable number of additional unrostered hours for the purposes of replacing team members, completing jobs, attendance at meetings, attending call ins, meeting production requirements and other similar requirements as determined by the department.

20 JUNIOR EMPLOYEES

Where an employee under the age of 18 years of age is engaged, other than an apprentice, that junior employee shall be paid at 80% of the adult rate. Employees 18 years of age or older shall be paid at the adult rate.

21 FIRST AID

Where required, the Company will support an employee in obtaining a St John's Ambulance Certificate, or other recognised First Aid Certificate.

Employees appointed to perform First Aid duties shall be paid an additional \$40 per month, (or prorata if having acted in that capacity for less than one month). Such employees may also be called upon to act as Safety Coordinator and Fire Warden, under the general guidance of the Human Resources Manager.

The Company will provide and maintain a first aid kit in accordance with appropriate legislation and will provide a suitable area for ill and injured employees to rest, recover and receive treatment.

22 ANNUAL LEAVE AND LONG SERVICE LEAVE

Employees' entitlements to annual leave will be determined in accordance with the NSW Annual Holidays Act 1944.

No annual leave loading is payable as it is incorporated in the annual salary.

Long Service Leave entitlement shall be determined in accordance with the NSW Long Service Leave Act 1955.

Leave generally, shall not be approved by the Company during the peak production period, March to August, except in exceptional circumstances or when the granting of leave is necessary to comply with the provisions of the Annual Holidays Act, where leave is to be given and taken within six months of falling due.

23 SICK LEAVE

Employees shall be entitled to five (5) days (ie one week) paid sick leave per year.

Sick leave will not accumulate year by year.

A medical certificate shall be required for any sick leave absence preceding or following a public holiday or with absences for two days or more.

The Company reserves the right to request medical certificates for any single day absence.

The employee's weekly salary shall not be affected where sick leave is paid.

24 SPECIAL LEAVE

The Company recognises that situations may arise where an employee's personal circumstances require time off work which does not fall into the previous Leave categories or where leave entitlement(s) have been exhausted.

In such situations, the Company may consider the granting of additional paid leave. This shall be on a case by case basis and take into account the circumstances for the absence, the employee's past leave history and current leave entitlements.

25 BEREAVEMENT LEAVE

An employee shall on the death within Australia of a husband, wife, father, mother, father-in-law, mother-in-law, child or step-child, brother, sister or grandparent, be entitled to leave of up to three days to make necessary funeral arrangements and attend such funeral. The term "defacto" also applies where appropriate.

26 PARENTAL LEAVE

Shall be applied in accordance with relevant state legislation.

27 JURY SERVICE

An employee shall be permitted leave of absence during any period when required to attend for Jury Service.

The Company shall make up the difference between the employee's pay that he/she would normally be entitled to, and the amount received (less meal and travel allowances) for the Courts. Evidence of payment is to be supplied by the employee.

28 LEAVE/ATTENDANCE MANAGEMENT

Each work team within the Company shall be initially responsible for approving, monitoring and recording all leave and attendance. If issues of poor attendance, excessive absenteeism or attendance scheduling (which affect the team's capacity to perform) cannot be resolved or managed by the team, the Department Manager, in conjunction with the team, shall take appropriate action.

29 GRIEVANCE PROCEDURE

The basis of the Company's business is the provision of high quality, reliable products and

service to our customers at the lowest total cost. To ensure that all grievances or other issues are resolved quickly and equitably without recourse to any action that may cause disruption, or a breakdown in the continuity of production, the following procedure will be followed:

- 29.1 Employee notifies the Team Leader verbally or in writing of the grievance.
- 29.2 The Team Leader attempts to resolve the grievance in as short a time as possible, but no later than 24 hours.

If the matter is not resolved.

- 29.3 The matter should be referred to the relevant manager or department head. At this stage, the grievance should be written down, and a copy of the written grievance sent to the Production Manager. The Manager or Department Head will convene a meeting within 48 hours to discuss the grievance. At this meeting, the employee may be accompanied by another employee of his/her choice.

If the matter is not resolved.

- 29.4 The matter will be referred to the Human Resources Manager. The Human Resources Manager will meet with the aggrieved employee, his nominated companion, his Manager or Department Head and the Production Manager.

If the matter is not resolved.

The Company and/or the employee may refer any matter to the Industrial Commission in accordance with the Industrial Relations Act of NSW 1991.

It is agreed that there will be no disruption to work during the process.

The Company and employee agree to enter into and follow this procedure in a spirit of good faith and cooperation and with a view to reaching a solution.

30 TERMINATION OF EMPLOYMENT

A person's employment may only be terminated on the following grounds:

30.1 Instant Dismissal

For serious and wilful misconduct, including:

- * Theft
- * Striking another employee
- * Falsification of Records
- * Consumption of, or being under the influence of alcohol or non prescribed drugs during working hours
- * Failure to obey reasonable instructions
- * Malicious damage to Company property.

or other conduct or actions that reflect a rejection of the employment contract.

30.2 Other Terminations

a Performance Based

After initial verbal counselling by the team leader (or other appropriate person) and an explanation of what the problem is, if there is no substantial improvement in the performance of the employee, a formal written warning shall be issued by the Department Manager.

If still no improvement occurs, a final written warning shall be given by the Department Manager and a copy handed to the employee. If deemed appropriate, the Human Resources Manager may also be present.

If, as a result of the previous warnings, the problem has not been remedied, the Company reserves the right to terminate the services of the employee, by the giving of one week's notice or payment in lieu of notice.

Poor attendance and timekeeping shall be deemed a performance based matter.

b Termination of Employment

In all other cases, a fortnight's notice of termination is required on either side or by the payment or forfeiture of a fortnight's salary, provided that for the first three months, employment shall be on a daily basis terminable by one day's notice on either side or the payment or forfeiture of one day's pay.

31 TRAINING

The Company is committed to providing employees with every opportunity to further enhance their skills and develop their careers within the Company. The Company will financially encourage employees to further their training and education through reimbursement of approved education costs and will also provide specific inhouse programmes to assist in this regard, with specific concentration on team building, quality management and improving job function.

32 TRADE UNION MEMBERSHIP

The company recognises the right of the individual to exercise freedom of choice with regard to trade union membership.

33 SUPERANNUATION

The Company shall contribute to a complying Occupational Superannuation Fund, the prescribed percentage levy as fixed from time to time under the Occupational Superannuation Act 1987.

34 DISPLAY OF THIS AGREEMENT

The Company will ensure that a full copy of this Agreement is permanently displayed or available for all employees to review at any time.

35 PROTECTIVE CLOTHING AND EQUIPMENT

Protective clothing and equipment that is supplied to employees for their own safety and protection, must be worn when appropriate, whilst on the premises.

The Company shall launder such clothing and supply sufficient quantities of garment to allow a rotation of clothing for launder.

36 EQUAL OPPORTUNITY AND ANTI DISCRIMINATION

The Company is an equal employment opportunity employer and will ensure compliance with both the letter and spirit of all Anti Discrimination and Equal Employment legislation.

37 QUALITY AND OCCUPATIONAL HEALTH AND SAFETY

Apollo Batteries and its employees are committed to Quality - on getting the job done right, every time and on time.

The success of this is ultimately measured in customer satisfaction, both internally and externally.

The development of Company made quality awareness programmes to ensure we meet our customer's needs will be of paramount importance.

The Company and employees also recognise the importance of maintaining a safe and healthy workplace and commit to work together to comply with all statutory requirements and to continuously improve overall safety.

It is a condition of employment that employees wear and use appropriate safety equipment. Failure to do so would warrant a written warning.

No matches, cigarette lighters or cigarettes shall be permitted to be brought onto Company property due to the potential hazards associated with our process.

Appendix D contains the Company's Quality and Safety Policy document.

38 NO SMOKING

Apollo Batteries has adopted a No Smoking Policy on any part of the premises.

39 REGULAR BLOOD AND URINE TESTING

As is required by Lead Processing Regulations, employees will subject themselves to periodic blood lead testing and urine testing as deemed appropriate with the approved medical authority. Such testing shall be monitored by the WorkCover Authority.

From time to time such testing with the consent of the employee, shall also include monitoring for the presence of illegal substances ie non prescriptive drugs.

Where blood testing reveals an unacceptable level of lead in the blood, as determined by an approved medical practitioner, the Company shall take steps to determine the cause of such a high reading.

Any employee found to have a high lead level count shall be found alternate work within the Company which will not expose him to additional risk, until such time the medical practitioner allows him to again work in the lead processing areas.

40 ALCOHOL BAN

The possession of intoxicating liquor is prohibited on site, except with the express permission of Senior Management of the Company.

41 CONSULTATION AND TEAM SPIRIT

As an ongoing practice, joint consultative mechanisms will be established within the Company to ensure continual two way communication and involvement between employees and management.

A culture of teamwork and self managed work teams will be fostered with each employee playing a vital role in the performance of the team and Company as a whole.

It is recognised that only with the total involvement of all employees that the Company will achieve its desired goal of profitably meeting our customer's needs on time.

Each work team shall develop a structure to address work issues and make decisions required for ongoing functioning of the team.

The Manager to whom each team reports shall, however, retain the right of final approval or veto.

Issues which each team shall address will include:

- * rostering of personnel to provide shift cover.
- * leave rostering
- * individual and team training requirements
- * materials scheduling
- * problems affecting team performance

and such other work as has traditionally been performed by non-managerial supervisory roles.

Each work team shall have a Team Leader to coordinate all activities.

42 SAVINGS CLAUSE

Employees shall not receive, over a period of twelve (12) months (or where employment is shorter than twelve months), less than they would have received in aggregate under a relevant state industrial award for ordinary hours and for any overtime worked up to three hours per week.

Process Technicians

Seven Day
Roster only

	PER WEEK	PER ANNUM	PER WEEK	PER ANNUM
Process Technician (Trainee) Commencement to 6 months	\$430		\$615	
Process Technician Level 2 After 6 months experience	\$470	\$24,400	\$670	\$34,840
Process Technician Level 3	\$520	\$27,040	\$720	\$37,440

Maintenance Technicians

Seven Day
Roster only

	PER WEEK	PER ANNUM	PER WEEK	PER ANNUM
Maintenance Technician Level 1 Commence to 6 months	\$570		\$750	
Maintenance Technician Level 2 After 6 months experience	\$600	\$31,200	\$780	\$40,560
Maintenance Technician Level 3 see Job Description	\$620	\$32,240	\$800	\$41,600

The above rates for Maintenance Technician do not include allowances for supervisory duties or tool allowance.

POSITION DESCRIPTION

POSITION TITLE: Process Technicians

DEPARTMENT: Manufacturing

NUMBER OF SUBORDINATES: 0 - 10

LOCATIONS: Marayong

RELATIONSHIPS AND AUTHORITY:

- * Reports to the Team Leader for each shift in each department.
- * Liaises with maintenance technicians regarding machinery problems.

QUALIFICATIONS AND EXPERIENCE:

- * Previous factory process experience.
- * Forklift or Class 3A licence, advantageous.
- * Willingness to work as part of a team.

POSITION FUNCTIONS AND RESPONSIBILITIES:

- * Operation of machinery on the production line, to a high standard of quality and in a safe and efficient manner.
- * Inspection of product to ensure it meets set quality standards.
- * Basic maintenance and upkeep of machinery and equipment.
- * Operation of forklifts throughout the plant, as required.
- * Meeting agreed production requirements.
- * Receipt and despatch of goods.
- * Stocktake of product and raw materials on a monthly basis.
- * Charging and inspection of finished product.
- * Warehousing and storage of finished product, including packing.
- * Compliance with all safety and health requirements.
- * May involve supervision and coordination of other Process Technicians.

Level 3

- * Possesses the same qualifications as Levels 1 and 2 and performs the same duties but in addition, has post trade Industrial Electronics qualifications and performs work on complex digital and/or analogue circuits.

QUALIFICATIONS AND EXPERIENCE:

Level 1 and 2

For employees engaged principally in a fitting and machining discipline:

- * Fitting and Machining Trade Certificate (or equivalent). *SA. 140 = 2*
- * Preferably a Restricted Electrical Licence. *[Signature]*
- * Is able to read schematic diagrams *[Signature]*
- * Possesses welding skills. *[Signature]*

POSITION FUNCTIONS AND RESPONSIBILITIES:

- * Ensures, by carrying out regular maintenance, that equipment is in proper and safe operating condition.
- * Carries out necessary repairs, modifications and maintenance.
- * Carries out fault finding tasks.
- * Undertakes fitting and machining.
- * Undertakes special project work, as required.
- * Works in closely with other maintenance technicians.
- * Undertakes duties in relation to the maintenance and repair that may fall outside the bounds of a fitting and machinery discipline (provided the employee has sufficient training and experience).

Level 3

- * Possesses the same qualifications as Levels 1 and 2 and perform the same duties but in addition has post trade qualifications in hydraulics and pneumatics and performing complete tasks associated with pneumatics and hydraulics.

SHIFTWORK

DEFINITIONS:

“Afternoon Shift” means any shift finishing after 6.00 pm and at or before midnight.

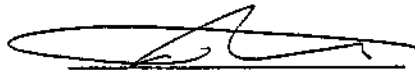
“Continuous Work” means work carried on with consecutive shifts of employees throughout the twenty-four hours of each of at least six consecutive days without interruption except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the employer.

“Night Shift” means any shift finishing subsequent to midnight and at or before 8.30 am.

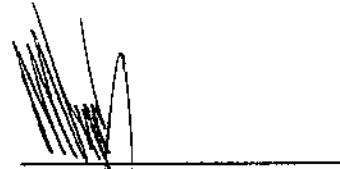
“Afternoon and Night Shift Allowance” A shift worker whilst on afternoon or night shift shall be paid for such shift 15 per cent more than his ordinary rate. This is already included in the annualised salary.

SIGNATURES TO THIS AGREEMENT

Signed for and on behalf of
Apollo Batteries (Mfg)
Pty Limited

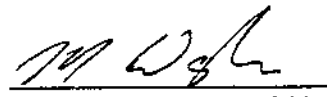


JOHN G KLUSKA
HUMAN RESOURCES
MANAGER



MARK A NYMAN
GENERAL MANAGER

Signed by the Works Committee
for and on behalf of the employees
of Apollo Batteries (Mfg) Pty
Limited.


PAUL HOUSTON
SHIRLEY RANDLE
DONATO MIRASOL
RICARDO VERA
EDDIE PAGADUAN
MALCOLM WAUGH