

ENTERPRISE AGREEMENT

NO: E.A. 48 /1994

DATE REGISTERED: 22-2-94

PRICE: \$ 42.00

ENTERPRISE AGREEMENT

BETWEEN

PROCTER & GAMBLE AUSTRALIA PTY LTD

AND

THE AUSTRALIAN WORKERS UNION N.S.W BRANCH

August 25, 1993

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1. PARTIES TO THE AGREEMENT AND DEFINITIONS

- (i) This Agreement is made between Procter & Gamble Australia Pty Ltd and the Australian Workers' Union, N.S.W. Branch and sets all wages and conditions for all manufacturing technicians at the Lot 2 Corella Close, Berkeley Vale, New South Wales Plant.
- (ii) For the purposes of the Agreement unless a contrary indication is specified:
 - (a) "company" means "Procter & Gamble Australia Pty Ltd" in respect of its Berkeley Vale operations.
 - (b) "the union" means The Australian Workers' Union, N.S.W. Branch.

2. DECLARATION

The parties to this Agreement declare that this Agreement:

- i. is not contrary to the public interest;
- ii. is not unfair, harsh or unconscionable;
- iii. was not entered into under duress;
- iv. is in the interests of the parties.

3. HOURS OF WORK

- (i) 5 Day Operations
 - (a) The ordinary hours of work shall be 40 hours per week to be worked 8 hours per day (8.5 hours between start and finish time), between the hours of 7am and 7pm each day.
 - (b) Each day 30 minutes between the fourth and sixth hours shall be allowed as unpaid meal break for a meal.
 - (c) The Company shall fix starting and finishing times within the daily limitation prescribed in paragraph (a) of this sub-clause, and may alter the times either by mutual consent or with 1 week's notice by posting up the changed times on the notice board or notification through the teams.
- (ii) Seven Day Continuous Shift Operation (8 hours):
 - (a) The ordinary working hours of Seven Day Continuous Shift Workers shall not exceed:-

160 over a four weeks cycle, except in the case of rostering arrangements which provide for the weekly average of 40 hours to be achieved over a period which exceeds 28 consecutive days; and shall not exceed eight hours during any consecutive twenty four hours.
 - (b) The ordinary hours shall be eight (8) hours daily exclusive of an unpaid meal break of 30 minutes on each shift (8.5 hours between start and finish time).

(iii) Seven Day 12 Hour Shift Operations:

- (a) The normal working hours of Seven Day Extended Shift Workers shall not exceed:
 - * 12 in 24 hours, or
 - * 336 over an 8 week cycle,provided that hours herein worked in excess of an average of 40 hours per week will be paid as overtime, and included in the total weekly rate of pay.
- (b) Each shift shall consist of 12 ordinary time hours inclusive of 30 minutes crib break which shall be taken between the fourth and sixth hours and two fifteen minute crib breaks to be taken at a mutually agreed time.

(iv) All Operations/Employees

- (a) An employee's place on a roster shall not be changed except by one week's notice of such a change or by agreement between the Company and the employee.
- (b) An employee shall be given at least 48 hours notice of the requirement to work shift work.
- (c) The Company shall fix the starting and finishing times of shift workers. Such times may be altered by mutual consent or with 48 hours notice to the employees.
- (d) Employees are not eligible for sick leave or bereavement leave in respect of absence on rostered days off as such absences are outside their usual hours of duty.
- (e) For the purpose of this clause an employee shall not be required to work for more than five hours without a meal break.
- (f) The hours of shift workers when fixed, shall not be altered except for breakdown or other causes beyond the control of the Company, provided that notice of such alteration shall be given to the employee not later than ceasing time for the previous shift.
- (g) For all work performed on a Saturday, Sunday or holiday, the provisions of Clause 9 (Weekend Work) and Clause 11 (Public Holidays) of this Agreement shall be applicable.
- (h) Scheduled to meet the needs of the business there shall be allowed, without deduction of pay, a rest period of 10 minutes mid morning and mid afternoon (8 hour shifts only). The time of taking these breaks will be arranged to ensure that no essential work stops and no disruption to line operations occurs.

- (i) When an employee is required to work overtime after the usual ceasing time for the day or shift for more than 2 hours the employee shall be allowed to take, without deduction of pay, a crib time of 30 minutes duration immediately after such ceasing time and thereafter each four hours of continuous work, they shall be allowed to take also, without deduction of pay, a crib time of 30 minutes and continuing at work for a period of more than 2 hours, they shall be regarded as having 30 minutes more than the time and be paid accordingly.
- (j) When an employee, after having worked overtime finishes work at a time when reasonable means of transport (this includes the person's normal means of transport such as their own car) are not available to the person the Company shall provide him/her with a conveyance to their home or to the nearest public transport.
- (k) An employee:
 - 1. Required to work overtime after their ordinary hours of work shall be entitled to a ten (10) hour rest period prior to commencement of work on the following day.
 - 2. Who has worked continuously (except for meal and crib time allowed for by this Agreement) for sixteen (16) hours shall be entitled to a twelve (12) hour rest period prior to commencement of work on the following day.
 - 3. The rest period shall be paid at ordinary rates for normal working hours falling within the rest period even though not worked.
- (l) Recall - An employee recalled to work overtime after leaving the Company's business premises (without notification before leaving the premises) shall be paid for a minimum of (4) four hours work at the appropriate rates for each time the employee is so recalled; provided that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full four hours if the job he/she was required to perform is completed within a shorter period. This sub-clause shall not apply in cases where it is customary for an employee to return to the Company's premises to perform a specific job outside his/her ordinary working hours or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.
- (m) Meetings - An employee scheduled to attend a meeting, approved by their manager, outside their normal work hours shall be paid at the appropriate overtime rate for hours worked (minimum of one hour). The employee may elect to take time off in lieu of pay (hour for hour) if it meets personal needs. Time off in lieu needs to be scheduled with the Department Manager and should not impact normal operations.
- (n) The Company may require any employee to work reasonable overtime.

4. CONTRACT OF EMPLOYMENT

- (i) Employment for the first twelve weeks of service shall be from day to day at a proportion of the weekly rate and may be terminated on a day's notice on either side or by payment of forfeiture of one day's wages in lieu of notice.
- (ii) After the first twelve week's continuous service, employment shall be by the week and may be terminated by a week's notice on either side or by payment or forfeiture of one week's wages in lieu of notice.
- (iii) All employees will be given performance feedback at regular intervals with a formal review every year.
- (iv) The Company may employ a person on short term employment for a period not exceeding twelve (12) weeks but this period may be extended by agreement between management and the Union Delegates. Should agreement not be reached the issue shall be resolved in accordance with the Disputes Procedure under this Agreement. Such short term employees shall receive all benefits as prescribed by this Agreement.

5. CLASSIFICATION AND WAGE RATES - MANUFACTURING TECHNICIANS

i) As of October 1, 1993.

The following rates of pay are total weekly rates and are inclusive of payments for the appropriate shift premiums. The total weekly rate for 12 hour shifts specifically includes an amount for overtime worked which would otherwise be paid in addition to ordinary hours.

Total Weekly Rates (All inclusive)

Technician Level	Shift Pay Levels			
	5 Day 1 Shift	5 Day 2 Shifts	5 Day/ 3 Shifts 7 Day/1 Shift (12hrs)	7 Day/3 Shifts (8hrs) 7 Day/2 Shifts (12hrs)
Start Rate	\$502	\$520	\$538	\$592
6 Month Rate	\$532	\$551	\$570	\$627
Technician I	\$562	\$582	\$602	\$662
Technician II	\$634	\$656	\$679	\$747
Technician III	\$723	\$748	\$775	\$853
Technician IV	\$812	\$840	\$870	\$957
Technician V	\$937	\$970	\$1004	\$1104

- (iii) Hours outside 7am - 7pm will be paid at the next higher shift level on a prorated basis.

6. OVERTIME AND SPECIAL WORK

- (i) 8 Hours Operations

- (a) All time worked beyond the ordinary time of work, as prescribed in Clause 3 - Hours of Work, shall be paid for at the rate of one and a half times ordinary rates for the first two hours thereof and at double time thereafter.
- (b) When calculating overtime each day shall stand alone.

- (ii) 7 Day Shift Operations

- (a) No shift worker will be required to work more than 2 hours in addition to the standard shift time. Shift workers may be required to be available for sufficient overlap between shifts to allow for a smooth changeover.
- (b) All time worked beyond the ordinary time of work as prescribed by Clause 3 (iii) (a) of this Agreement shall be paid for at the rate of double time for all hours worked.
- (c) When calculating overtime each day shall stand alone.

7. OVERTIME MEALS

Any employee required to work overtime for more than two hours after working ordinary hours shall be provided with a suitable meal. Alternatively, an employee may expense a meal (to a maximum of \$7.50) by obtaining a receipt and submitting it for reimbursement.

8. WEEKEND WORK

- (a) (i) Overtime work on Saturday shall be paid for at the rate of time and a half for the first two hours and double time thereafter, provided that all overtime worked after 12 noon on Saturday shall be paid for at the rate of double time. (This does not apply to any 7 day shift schedules).
- (ii) All overtime worked on Sunday shall be paid for at the rate of double time.
- (iii) An employee required to work overtime on a Saturday or to work on a Sunday shall be afforded at least four hours pay at the appropriate rate. Overtime which is worked concurrently with a normal rostered shift does not involve a minimum of four (4) hours.
- (iv) An employee working overtime on a Saturday, or working on a Sunday, shall be allowed a crib time of 20 minutes after every four hours of work without loss of pay.
- (v) Employees requested to work on any of the public holidays specified in this Agreement shall be paid at the rate of double time and a half for all time worked.

9. PAYMENT OF WAGES

- (i) All standard wages shall be paid not later than the usual finishing time on Friday each fortnight. All overtime or other payments not built in to the standard wages shall be paid in the following pay period.
- (ii) Wages will be paid by electronic transfer to an account nominated by the employee in the name of the employee, so long as the monies are accessible by the employee on the normal date of payment.

10. PUBLIC HOLIDAYS

- (i) An employee shall be entitled to the following holidays without deduction of pay. Provided that if any other day be by State Act of Parliament or State Proclamation substituted for any of the said holidays, the day so substituted shall be observed:

New Year's Day	Queen's Birthday
Australia Day	Eight Hour Day
Good Friday	Christmas Day
Easter Saturday	Boxing Day
Easter Monday	Picnic Day
ANZAC Day	

- (ii) Where an additional or substitute public holiday is proclaimed by Order in Council or otherwise gazetted by authority of the Australian or NSW Government under any Act throughout NSW, or part thereof, such day shall, within the defined locality, be deemed to be a holiday for the purposes of this Agreement. Provided that an employee shall not be entitled to the benefit of more than one holiday upon such an occasion.
- (iii) In addition to provisions of Clause 12 a seven day shift worker who is rostered off duty on a public holiday, shall have an additional paid 8.5 hours leave added to that employee's annual leave.
- (iv) Payment for public holidays taken shall be made for the said holidays subject to the conditions that the employees shall have presented themselves for work on the working day immediately proceeding and succeeding the holidays specified herein, and shall have worked during normal working hours as required by the Company. Any absence from duty on either or both of the days proceeding or succeeding the holidays owing to illness or injury shall be covered by a certificate of a medical practitioner or by consent of the Company to render an employee eligible for payment for the holiday.

11. ANNUAL LEAVE

- (i) Annual leave shall be allowed to all employees as provided by the Annual Holidays Act, 1944, except as provided for in sub-clause (ii) of this Clause.
- (ii) Seven day shift workers - in addition to the provisions of the Annual Holidays Act, 1944, seven day shift workers shall be entitled to the following:
 - (a) If during the year of their employment, an employee has served with the Company continuously as a seven day shift worker, the additional leave, with respect to that year shall be 42 hours. In 7 day operations a holiday "week" = 42 hours.
 - (b) Subject to paragraph (c) of this sub-clause, if during the year of their employment an employee has been on 7 day shifts for only a portion of the year, one day for every 36 ordinary shifts worked as a seven day shift worker will be added to annual leave.
 - (c) Where the additional leave calculated under this sub-clause is or includes a fraction of a day, such fraction shall not form part of the leave period and any such fraction shall be discharged by payment only.
 - (d) Notwithstanding anything else contained in this Clause, regular shift workers on seven day shift work who have been transferred temporarily to other classes of employment during the qualifying period shall be entitled to pro rata annual leave.
 - (e) All Technicians shall be paid their ordinary pay while on annual leave.
 - (f) 8.5 hours shall be added to the annual leave entitlement in respect of any public holiday (Clause 11) as prescribed by this Agreement which falls within the period of annual leave to which the seven day shift worker is entitled under this Agreement. Any day or days so added shall be paid for at ordinary shift rates of pay to which the employee is entitled under this Clause.
- (iii) Annual Leave Loading
 - (a) In addition to payment for annual leave under the Annual Holidays Act, 1944, an employee shall be entitled, for annual leave taken, to an additional 17.5% of their current weekly gross rate.

12. ANNUAL SHUTDOWN

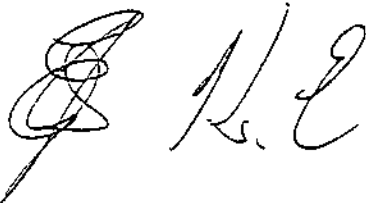
- (i) There may be an annual shutdown of the operation for a maximum period of up to one week during which the majority of employees shall take their annual leave.
- (ii) During the annual leave shutdown maintenance operations will be carried out and the period of the shutdown will be determined by the Company and may include the Christmas public holiday period.

13. LONG SERVICE LEAVE

See Long Service Leave Act, 1955.

14. SICK LEAVE

- (i) An employee who is absent from work for reason of personal illness or injury (not being illness or injury arising from the employee's misconduct or default or from injury arising out or in the course of employment) shall be entitled to leave of absence without deduction of pay, subject to the following conditions and limitations.
 - (a) The employee shall as soon as possible and within four hours of the commencement of such absence, inform the Company of his/her inability to attend for duty and as far as practicable, state the nature of the illness or injury and the estimated duration of the absence.
 - (b) The employee shall prove to the satisfaction of the Company (or in the event of a dispute, the Private arbitrator) that the employee was unable on account of such illness or injury to attend for duty on the day or days for which sick leave is claimed.
 - (c) An employee shall be credited with, in the case of 8 hour shift operations - 10 shifts, and in the case of 12 hour shift operations - 7 shifts sick leave entitlement at the beginning of their first and each subsequent year of employment.



- (d) Subject to sub-clause (f) of this Clause, an employee who claims to be allowed paid sick leave in accordance with this clause for an absence of one day only, if that employee in the year has already been allowed paid sick leave on two occasions for one day only, shall not be entitled to payment for the day claimed unless they produce to the Company a certificate of a duly qualified medical practitioner certifying that the employee was unable to attend for duty on account of personal injury or illness.
- (e) The company may agree to accept from the employee a Statutory Declaration stating that the employee was unable to attend for duty on account of personal illness or injury in lieu of a medical certificate. Nothing in this sub-clause shall limit the Company's rights under sub-clause (b) of this Clause.
- (ii) The entitlement under this Clause shall accumulate from year to year so long as the employee continues in employment with the Company. Subject to the conditions prescribed by this clause, an employee is entitled to use accrued leave in a subsequent year or years of continued employment.
- (iii) For the purposes of this Clause, continuous service shall be deemed not to have been broken by:
- (a) Any absence from work on leave granted by the Company or:
 - (b) Any absence from work by reason of personal illness, injury or other reasonable cause (proof whereof shall in each case be upon the employee).
- (iv) Where an extended hours shift worker is absent due to sick leave or other absence the amount of deduction from the ordinary rate of pay will be the daily rate.

15. PROTECTIVE CLOTHING

- (i) Such protective clothing, equipment and uniforms shall be issued to all employees as deemed by Management necessary for the safe operation of the plant.
- (ii) Protective clothing and other equipment shall remain the property of the Company at all times and any employee applying for a new issue of any protective clothing supplied by the company shall be required to present the old equipment to the Supervisor for inspection prior to the new equipment being ordered.

16. FIRST AID

- (i) Training in basic First Aid skills will be provided within the skill block system to ensure coverage.

17. SAFETY

- (i) The Occupational Health & Safety Act, 1983 and its Regulations shall apply to all employees of the Company. A site Occupational Health & Safety Committee ("OHS" Committee) shall be formed and shall operate in accordance with the Occupational Health & Safety Act, 1983 and its Regulations. The frequency of site safety inspections and other pertinent matters of safety and occupational health will be determined by the OHS Committee.
- (ii) An employee holding the appropriate first-aid qualifications shall be in attendance at all times employees are at work.
- (iii) It is recognised that the Company is responsible for safety and occupational health matters on site, irrespective of whether work is carried out by direct employees or by contractors or their employees. The Company shall ensure that all employees, contractors and visitors observe their responsibilities for safety and occupational health matters whilst on site.
- (iv) In discharging its safety and occupational health responsibilities the Company will delegate to a manager responsibility for Safety and Training. It shall be this person's responsibility to co-ordinate the Company's responsibilities for safety and occupational health matters whilst on site.

18. REHABILITATION

- (i) It is agreed by the parties that rehabilitation programs will be conducted in accordance with the Guidelines for Workplace Based Occupation Rehabilitation Programs under the provisions of the New South Wales Worker's Compensation Act, 1987.
- (ii) Programs relating to employees who are unable to conduct their normal full range of duties due to injury shall not be hindered by any persons on site.
- (iii) Employees shall, on return to work, after work injury/illness be provided with appropriate alternative duties, wherever available, as specified by the relevant Rehabilitation Program.

- (iv) Any difficulties arising from the implementation of the rehabilitation program under this Agreement shall be referred for resolution to the employee's Supervisor or if necessary a more senior Company representative of the OHS Committee.

19. WORK AND TASK REVIEW - HEALTH AND SAFETY MATTERS

- (i) All employees, by accepting their responsibilities for health and safety in the workplace, have the right to request a review of their work procedure on the basis that the work may pose a risk to safety and health and therefore, in some way, be injurious to their health or the health of other employees.

- (ii) This right to request a review of work procedures exists where an employee "bona fide" believes the work involves risk to their health and safety (or that of others) even if this belief is in fact mistaken.

- (iii) Procedure:

The procedure for dealing with a request for review of a work procedure on health and safety grounds is as follows:

- (a) The employee shall report the matter to his/her immediate Supervisor or other Senior Company Officer.
- (b) The Supervisor or other Senior Company Officer notified of the matter must conduct an investigation of the situation with the employee and a representative of the OHS Committee. During investigation it may be requested that the work procedure or work in that part of the plant be interrupted.
- (c) Any further disagreement arising from this task and Work Review should be dealt with under the procedures laid down in Clause 26 - Disputes Resolution Procedure.

20. PLANT MEETINGS

(i) Extraordinary Meetings

(a) It is recognised that from time to time it may be necessary for the union to call an extraordinary meeting of members. Where this is necessary, and the business cannot be held over to the next monthly union management meetings, the appropriate union delegate will advise management of the need for and purpose of the meeting. On the provision of this information the site manager will give fair and reasonable consideration to providing a paid period of time for this meeting to be held. Where reasons are not provided and therefore consideration cannot be given by management to the importance or urgency of the meeting, the meeting will not be approved and will be unpaid.

(b) Procedure:

1. The appropriate union delegates should advise management that a meeting is requested as early as possible and preferably at least 24 hours prior to the requested time.
2. As soon as possible after completion of a meeting the union delegates will advise management of any matters which require management consideration and of any matters which may in future require management consideration.
3. Should any matters be raised which require immediate consideration or may give rise to dispute, reference should be made to the procedures noted in the Clause 26 Disputes Resolution Procedure.

21. COUNSELLING AND DISCIPLINARY PROCEDURE

(i) The Company requires all employees to maintain a fair and reasonable output of work, to protect Company property, to co-operate willingly with and act in a fair and reasonable manner towards fellow employees and to comply with all reasonable instructions from management.

(ii) Where an employee is acting contrary to that outlined in (i) of this Clause, they will be counselled by their Department Team manager. Such counselling will ensure that the employee understands the standards expected of them and will be offered assistance and guidance in achieving those standards.

Should unsatisfactory behaviour continue in an area in which counselling has been provided, then the formal warning system will be followed.

(iii) Formal Warning System

- (a) First Warning - The Department Supervisor/Manager will issue a first written warning to the employee. Prior to issuing the first written warning, the employee is to be advised that he may elect to have a union delegate present throughout the process. The warning is to outline the area in which improvement is required and what constitutes acceptable future behaviour in that area. The employee is to be given the opportunity to comment in writing on any written warnings.
- (b) Second Written Warning - The Department Supervisor/Manager will issue a second written warning in either of the following situations;
 - (i) An employee fails to show improvement in an area where informal counselling has been provided, and a current written warning is in force for unsatisfactory behaviour in any other area.
 - (ii) An employee fails to show improvement in the area for which the first written warning was given.

The procedure for issuing a second written warning is as detailed for the first written warning in section (iii) (a) of this clause.

- (c) Final Written Warning - The Department Supervisor/Manager will issue a final written warning for unsatisfactory behaviour in any area where a current written warning is in force, provided that a current second written warning has been issued for unsatisfactory behaviour in any area.

The final written warning is to state that should unsatisfactory behaviour continue in that particular area, the employee may be dismissed. A union delegate is to be present at the issuing of a final written warning unless specifically requested not to be by the employee concerned.

If the particular unsatisfactory behaviour continues the employee is advised by the supervisor and senior company officer on site, in the presence of a union delegate, that his services are to be terminated due to unsatisfactory behaviour in the area for which the Final Written Warning was issued.

(iv) Written Warning Administration

- (a) Expiry - First and Second Written Warnings will remain current for six months. Final Written Warnings will remain current for twelve months.

- (b) Records -
 - (i) All written warnings will be kept on file and remain confidential.
 - (ii) An employee will be allowed access to all written warnings pertaining to him/her.
 - (iii) All non-current warnings are to be removed from the file and destroyed.
- (c) Distribution - Copies of all written warnings are to be given to:
 - (i) The employee concerned
 - (ii) The Supervisor/Manager initiating the warning
 - (iii) Plant Human Resources Manager
 - (iv) Plant Production Manager
- (d) Summary Dismissal - The formal warning system shall not apply to an employee who performs an act of serious misconduct. Such an act warrants instant dismissal and the offending employee will be advised by the Supervisor or Senior Company Officer in the presence of their union delegate of the termination of their employment.
- (e) Probation Period - The formal warning system shall not apply to new employees during their initial probationary assessment period of employment. Where it is intended not to offer a new employee employment beyond the probation period, due to their unacceptable/unsatisfactory standard of performance during such period, the employee is advised in the presence of their union delegate of their termination of his employment.
- (f) Written warnings can be removed after a period of 6 months unless performance continues to be unsatisfactory. Final written warnings can be removed after a period of 12 months assuming satisfactory performance.

22. BEREAVEMENT LEAVE

- (i) An employee shall, on the death within Australia, of the wife, husband, father, mother, grandmother, grandfather, father-in-law, mother-in-law, brother, sister, child or step-child of the employee, be entitled to leave up to and including the day of the funeral of such relation. Such leave shall be without loss of ordinary pay for a period not exceeding two (2) working days. Exceptional circumstances can be considered on a case by case basis.
- (ii) The right to such leave shall be dependent on compliance with the following conditions:
 - (a) The employee shall give the Company notice of their intention to take such leave as soon as reasonably practicable after the death of such relation.

- (b) The employee shall furnish proof of such death to the satisfaction of the Company.
 - (c) The employee shall not be entitled to leave under this Clause during any period in relation to which they have been granted any other leave.
- (iii) The employee may be entitled to additional leave without loss of pay on each occasion and on the production of satisfactory evidence of the death outside Australia, of any of the employee's relatives named in sub-clause (i) of this Clause and where such employee travels outside of Australia to attend the funeral. Such additional leave will be at the discretion of the Company.

23. JURY SERVICE

- (i) An employee required to attend for jury service during their ordinary working hours shall be reimbursed by the Company for an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount of wage of wage they would have received had they not been on jury service.
- (ii) An employee shall notify the Company as soon as possible of the date upon which the employee is required to attend for jury service. Further, the employee shall give the Company confirmation of their attendance, the duration of such attendance and the amount recovered in respect of such jury service.

24. SUPERANNUATION

- (i) The Company, on behalf of each employee, shall pay into a superannuation fund, approved by the Insurance Superannuation Commissioner an amount equal to 5% of each individual's weekly earnings.
- (ii) The contributions by the company referred to in sub-clause (i) hereof shall:
 - (a) Remain payable notwithstanding that the employee is absent from work on approved sick leave, annual leave, long service leave, workers compensation leave or other approved paid leave.

- (b) An employee shall continue to receive the Company superannuation contribution for periods of unpaid leave up to a maximum period of four weeks. However the Company retains the right to continue to make the superannuation contribution in special circumstances during periods of absence by the employee on unpaid leave beyond the four week period.
- (iii) The Company shall be free to make additional contributions into the superannuation fund on behalf of employees beyond those contributions required pursuant to sub-clause (i) hereof. An employee is also entitled to make contributions and any contributions by an employee shall be determined in accordance with the requirements of the Trust Deed.

25. DISPUTE RESOLUTION PROCEDURE

The purpose of this procedure is to allow all parties a system to discuss and resolve all matters of grievance and dispute.

All parties agree to undertake all necessary steps to ensure that all issues receive prompt and appropriate attention in order to resolve matters in a conciliatory manner, preferably as early in the process as possible. Work shall continue normally in accordance with the terms of the Agreement while grievances are being discussed.

- i) In the event of any employee having a grievance, discussion regarding the matter shall take place between the employee and his immediate manager. The employee may be supported by their union delegate if they wish.
- ii) If the matter remains unresolved after 12 working hours it will be referred to the Plant Manager and a member of Human Resources, if considered necessary for further discussions.
- iii) Should the matter remain unresolved after 24 working hours the employee and management may refer the case to the Human Resources Manager and a union official if necessary.
- iv) If the matter remains unresolved after 40 working hours, any of the parties will have the right to notify the Industrial Registrar.

26. INCIDENCE AND DURATION

the date of registration

This Agreement shall take effect on and from ~~October 1, 1993~~ and shall remain in force thereafter for a period of 12 months and shall be binding upon Procter & Gamble Australia Pty Ltd, its assignees and successors and upon all employees engaged in the classifications mentioned herein, and upon The Australian Workers' Union, New South Wales Branch.

IN WITNESS WHEREOF the parties have hereupto set their signatures on the day and year below mentioned.

SIGNED for and on behalf of
Procter & Gamble Australia Pty Ltd

R.J. Livingston
R.J. Livingston
Human Resources Director

M.P. Beeby
M.P. Beeby
Plant Manager - Berkeley Vale

Elizabeth Stevenson
Elizabeth Stevenson
Associate Human Resources Manager

SIGNED for and on behalf of
The Australian Workers' Union
New South Wales Branch

M. J. O'SHEA
SECRETARY
AUSTRALIAN WORKERS' UNION
N.S.W. BRANCH

P.G. O'Shea
REGISTERED UNDER THE INDUSTRIAL
ACT OF 1991 (AS AMENDED)

Witnessed by:

A.H. Family

Signed at *Sydney* on this *15th* day of *September 1991*