

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA02/147

TITLE: Wrigley Company Pty Limited (Engineering Stream) Enterprise Agreement 2001

I.R.C. NO: 2002/1542

DATE APPROVED/COMMENCEMENT: 2 April 2002/1 April 2002

TERM: 31 March 2004

**NEW AGREEMENT OR
VARIATION:** New. Replaces EA99/9

GAZETTAL REFERENCE: 10 May 2002

DATE TERMINATED:

NUMBER OF PAGES: 35

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees engaged in all engineering activities conducted by the company operating from the Asquith premises

PARTIES: The Wrigley Company Pty Ltd -&- the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch

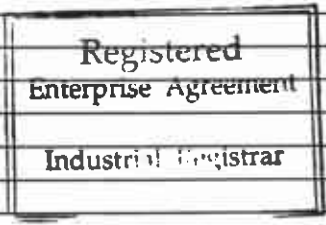
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The Wrigley Company Pty. Limited
(Engineering Stream)
Enterprise Agreement 2001

Registered
Enterprise Agreement
Industrial Registrar

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1. TITLE, PARTIES & PERSONS BOUND

- (1) This agreement is known as the Wrigley Company Pty. Limited (Engineering Stream) Enterprise Agreement 2001.
- (2) The parties to this Agreement are:-
 - (a) The Wrigley Company Pty Limited (Engineering Stream) (The "Company"); and
 - (b) The Automotive, Food, Metals, Engineering, Printing and Kindred industries Union New South Wales Branch (the "Union").
- (3) This Agreement is made for those employees of the Company who:
 - (a) Perform mechanical, engineering or electrical work at the Company's Asquith premises; and
 - (b) whose employment in the absence of this Agreement would be regulated by an award listed in Clause 4.
- (4) This Agreement binds –
 - (a) The Company; and
 - (b) The Union; and
 - (c) Each employee for whom this Agreement is made whether or not such employee was employed by the Company at the time that this Agreement was made.

2. SPIRIT OF THE AGREEMENT

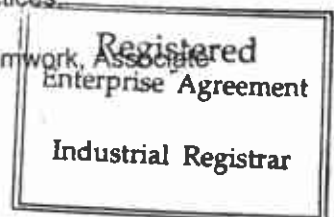
This Agreement has been reached through a consultative process involving The Wrigley Company Pty. Limited, ACN 000 008 560 and the Wrigley Engineering Stream Single Bargaining Unit, representing all Engineering personnel ("The Associates") employed by the Company. This agreement reflects and embodies the mutual commitment to the following

- 2.1 To co-operate to ensure the profitable, efficient and on-going operations of the business.
- 2.2 To strive towards the achievement of "perfect customer service every time" through the process of continual improvement and the application of world class practices.
- 2.3 To develop and maintain a workplace that encourages and facilitates teamwork, Associate involvement and responsibility in all aspects of business operations.
- 2.4 To provide Associates with market place competitive salary and benefits.
- 2.5 That all grievances and issues will be responsibly dealt with in accordance with the Grievance Procedure in Section 18.
- 2.6 That the Company recognises the stake all Associates have in the performance of the business and will ensure frequent and open communication of business operations.
- 2.7 That the Company and Associates acknowledge the need to ensure that maximum flexibility is applied to the performance of all tasks, within the limitations of training for the area of work in which the Associate is principally involved.
- 2.8 The Company guarantees for the term of this agreement that no retrenchments of permanent Associates will occur because of improved efficiency and flexibility. Natural attrition may be used to progressively adjust to increasing skill levels and team performance.

3. PERIOD OF OPERATION

This Agreement shall apply from the date of Registration and shall remain in force until 31st March 2004. It may be terminated before the end of this period only with the mutual agreement of all parties. After the expiration of its specified term it may be terminated by either party giving three (3) months notice of intention to terminate.

The parties have agreed that the Enterprise Agreement of 1998 will be terminated in accordance with the Industrial Relations Act 1996 upon the registration of this agreement.



The parties agree that negotiations to renew this agreement will commence six months prior to its expiry.

4. COVERAGE

This Agreement relates to all Engineering activities conducted by the Company operating from the Asquith premises and replaces the provisions of the following Awards in respect of the matters contained in this Agreement as it relates to the classifications contained herein.

- * Building Employees Mixed Industries (State) Award
- * Metal and Engineering Industry (New South Wales) Interim (State) Award
- * Engine Drivers General (State) Award
- * Electricians (State) Award



and any other Awards that may apply to those Associates covered by this Agreement.

To the extent of any inconsistency between the Awards and the matters contained in this Agreement, this Agreement shall prevail.

4.1 NEW ASSOCIATES

The parties agree that any Associate who is engaged by the Company during the term of this Agreement is bound by it. The new Associate shall as from the date of employment, be entitled to all benefits and be bound by all obligations of this Agreement.

5. DEFINITIONS

- ACT:** A formal document setting out minimum legal requirements as prescribed by the National or State Parliament (eg: Annual Leave Act - NSW).
- ALL PURPOSE ALLOWANCES:** These allowances (Shift, Leading Hand, Supervisory, Higher Duties) Are added to the base rate to form the basis of calculations for certain benefits and conditions.
- ASSOCIATE:** For the purposes of this Agreement shall mean all staff paid on a fortnightly basis and employed within the Engineering Stream at the Asquith site of the Company.
- BASE RATE:** The amount the Associate receives as payment for ordinary working time including any merit component, but not including the allowances specified in Section 14.
- CASUAL:** An Associate who is employed and paid by the hour with a minimum engagement of 4 hours on each occasion. The hourly rate is determined by dividing by 38 hours. Casual Associates will be paid a 15% loading to compensate for sick leave and public holidays. A payment of one twelfth of the hourly rate (including the casual loading) will be paid for annual leave.
- COMPANY:** Shall mean THE WRIGLEY COMPANY PTY. LIMITED, ACN 000 008 560 operating its business from premises at Michigan Avenue, ASQUITH.
- HOUSEHOLD:** For the purpose of this agreement Household is defined as:
(a) a spouse of the employee; or
(b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
(c) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or

(d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or

(e) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:

- 1) "relative" means a person related by blood, marriage or affinity;
- 2) "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
- 3) "household" means a family group living in the same domestic dwelling.

JUNIOR: For the purposes of this Agreement "Junior" is defined as:- Non Apprenticed Juniors - less than 21 years of age (Apprenticed Juniors will be scaled according to the scope of the Apprenticeship ie: Years 1 - 4).

MUTUAL AGREEMENT The interest of both parties must be taken into consideration And any outcome is to be a reflection of decisions made without duress.

NATURAL ATTRITION: Refers to the process of reducing Headcount by not replacing Associates who have left the Company.

ORDINARY The standard hours worked each week / fortnight as defined **HOURS** at Section 11.

PART TIME: An Associate working regular days and regular hours which are less than the standard hours worked by full time Associates. All part time Associates will be entitled to the same benefits and conditions provided to full time Associates covered by this Agreement, such benefits and conditions to be paid on a pro rata basis reflecting the normal hours worked.

TEMPORARY ASSIGNMENT: Used to denote the situation where an Associate is hired by the fortnight but for a specific period of time with a minimum engagement of 4 weeks.

SBU: The duly elected representatives of the Engineering Stream working with representatives of the Company to establish an Enterprise Agreement at the Asquith site.

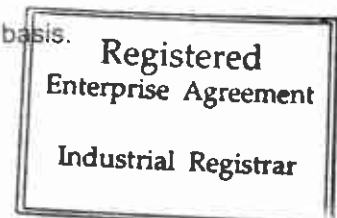
WEEKEND SHIFT The term is used in this Agreement to mean a roster of ordinary hours of work which includes at least one day of the weekend ie: either a Saturday or a Sunday.

UNIONS: Automotive Foods, Metals, Engineering, Printing and Kindred Industries Union (NSW Branch);
Construction, Forestry, Mining, Energy Union;
AWU-FIME Amalgamated Union, New South Wales;
Electrical Trades Union of Australia NSW Branch

6. CONTRACT OF EMPLOYMENT

The terms and conditions of employment of all Engineering Associates employed by the Company are governed by this Enterprise Agreement.

- a. Employment of permanent Associates shall be on a fortnightly basis.
Employment of casual Associates shall be on an hourly basis.



- b. Dismissal shall not be harsh, unfair or unreasonable. Subject to this constraint, employment can be terminated by either party by the giving of two weeks notice or by the payment or forfeiture of two weeks wages. This shall not limit the Company's right to dismiss an Associate without notice for refusal of duty, inefficiency, neglect of duty or misconduct and in such cases wages shall be payable up to the time of dismissal.

This Section should be read in conjunction with Section 18 Grievance Procedure and Section 19 Disciplinary Procedure.

- c. In the event of any need to consider the retrenchment of any Associate the parties agree that no action will be taken until discussions are held with Associates and an appropriate third party to develop a redundancy package reflecting current industry standards. For the purposes of this clause industry means the Metals, confectionery and Fast Moving consumer goods industries.
- d. The company affirms that as a responsible employer it recognises the importance of ensuring that all accrued benefits and entitlements are paid to employees on leaving the service of the company.

7. **DURESS**

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

8. **WAGES**

The rates of pay are contained in Appendix A to this Agreement. Associates will be paid the rates of pay in accordance with the Schedules contained in that Appendix. These increases are supported by the Company's commitment to continue to monitor the marketplace and make necessary adjustments to ensure our rates of pay remain competitive.

New Associates

New Associates will be paid 95% of the appropriate Shop rate for the position. At the end of the 3 month probationary period a review of performance will be conducted to determine if permanency should be offered. Those Associates confirmed as Permanent will receive an increase to the Shop rate effective from the beginning of the first pay period following the 3 month anniversary date.

9. **PAYMENT OF WAGES**

All Associates will be paid fortnightly. Payment will be made via electronic funds transfer to a Bank, Building Society or Credit Union account nominated by the Associate. Fixed deductions from pay may be directed to other specific accounts if required.

Every effort will be made to ensure that funds are available by 9.00am on the Thursday of each pay week. In the event of a failure of the electronic funds transfer system the Company will make alternative arrangements to enable affected Associates to receive adequate monetary relief on pay day.

The Company will supply each Associate with a statement showing the amount of wages to which the Associate is entitled, the amount of deductions made and the nett amount of wages due for each pay period.

The Company will continue to facilitate the payment of union dues for all Associates who belong to a union by means of automatic deductions from the payroll.

On termination an Associate will be paid all monies due. Such monies will be paid during normal working hours on the day of termination, or posted by prepaid registered post on the next working day; provided that an Associate may elect to return to collect any monies outstanding on the next (or another agreed) working day.

10. **OPERATIONAL FLEXIBILITY**

It is agreed that it is in the best interest of both the Company and all Associates to maintain the greatest possible flexibility with regard to business operations.



With this in mind, it is agreed that the business may run up to 7 days per week and operate for up to 24 hours a day.

11. HOURS OF WORK

The parties recognise that productivity can be improved by having some flexibility in the way in which the patterns of work are set. Balanced against the Company's desire for flexibility is the need for Associates to work reasonable hours and have stability of starting and finishing times.

(It is understood by the parties that Associates will be at their work station ready to commence at the agreed times).

It is agreed that (subject to the above) the Company may set work patterns within the following parameters.

- 11a. The standard working week will not exceed 38 hours. In cases where opportunity exists, to accommodate a scheduled factory break and Public Holidays by re-rostering RDO's the 38 hour week may be varied within a maximum period of 4 weeks and 48 ordinary hours per week. In these circumstances, normal shift provisions will apply.
- 11b. The maximum ordinary shift will be 10 hours. (including the unpaid meal break for day workers) spread over no more than 4 consecutive week days (Monday to Friday) (except as provided at Section 11a. above).
- 11c. The starting and finishing times of each shift may be altered to enable optimum coverage within each department. The appropriate shift allowance (as set out in Section 14.1) will be paid and changes will only be made by mutual agreement with the individual Associates affected and by the giving of 7 days notice of such change unless a lesser period is agreed to. The shift allowance is not payable in circumstances where starting and finishing times are altered at the request of the Associate(s) on a "one off" basis.
- 11d. Hours of work outside of the above provisions will be subject to overtime payments (as set out at Section 12).

11.1 WEEKEND SHIFTS

Where the majority of the shift is worked between midnight on Friday and midnight on Saturday payment of time and a half will apply.

Where the majority of the shift is worked between midnight on Saturday and midnight on Sunday payment of time and three quarters will apply.

Where an Associate required to work on weekends is in receipt of a shift allowance the weekend penalty rate specified above will be paid on the shift rate.

A maximum ordinary shift of 12 hours may be worked by mutual agreement with individual Associates subject to the provisions of Section 11a.

11.2 ROSTERED DAY OFF (RDO's)

Wherever possible Rostered Days Off (RDO's) will be set by mutual agreement and taken as they become due.

Where an RDO is not able to be taken when due it shall be rescheduled to be taken within one calendar month of the entitlement. RDO's cannot be accumulated or paid without prior Operations Manager approval. In cases where it is not practical to reschedule the RDO, overtime will be paid as prescribed in Section 12.

11.3 MEAL BREAKS

Associates will not be required to work for more than five hours without a break.



Associates are entitled to a paid 15 minute morning and afternoon tea break, and an unpaid 30 minute lunch break during normal working hours. The lunch break of 30 minutes is paid time for those on morning, afternoon and night shifts. When dayshift associates work overtime which commences at least two hours before normal starting time they are entitled to an additional fifteen minutes paid tea break.

The Company may stagger the time of taking a meal or tea break to meet operational requirements.

It is agreed that the time specified for the break is inclusive of proceeding to and returning from the break.

11.4 REST BREAKS

All Associates are entitled to 3 additional 5 minute breaks spread throughout the day.

11.5 WASH-UP TIME

Associates are entitled to 5 minute wash-up time at the end of each shift.

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12. OVERTIME

12.1 DAYSHIFT ASSOCIATES

- (a) All authorised work done in excess of the usual daily ordinary hours is overtime and will be paid for at the rate of time and a half for the first two hours and then double time until completed.
- (b) Except as provided in Section 11.1 & 11.2 all time worked on Saturday or on an RDO will be deemed to be overtime and will also be paid at the rate of time and a half for the first two hours and then double time until completed. All time worked on Sunday will be paid for at double time.
- (c) All time worked on a Public Holiday (as prescribed in Section 13) will be paid at the rate of double time and a half (ie: time and a half in addition to payment of ordinary time rate for the Public Holiday).
- (d) Where overtime is worked on a Saturday, an RDO, a Sunday or a Public Holiday a minimum of 4 hours at the overtime rate will be paid (except where such overtime is continuous with overtime commenced on the previous day).
- (e) Part time associates when working overtime are paid at ordinary rates until the total hours worked in a day or in a week exceed the normal hours worked by full time associates as set out in Clauses 11a and 11b.

12.2 ASSOCIATES WORKING SHIFTS

- (a) All authorised work done in excess of the usual daily hours is overtime and will be paid for at the rate which is the greater of time and a half of the shift rate (ie: the Associates normal hourly rate plus the appropriate shift allowance) or time and a half for the first two hours and double time. Shifts worked on an RDO or Saturday will also be paid in accordance with this sub-section.
- (b) All overtime worked on a Sunday will be paid at double time.
All overtime worked on a Public Holiday will be paid at double time and a half. Overtime payments on Sundays and Public Holidays do not attract any shift allowances.

Where the major portion of an ordinary shift falls on a Public Holiday the whole of the shift will be paid at Public Holiday rates.

12.3 ASSOCIATES WORKING WEEKEND SHIFTS

Overtime for weekend shift workers will be paid at double time (not including the weekend penalty rate specified in Section 11.1).

12.4 REST PERIOD AFTER OVERTIME

When overtime is necessary it shall wherever reasonably practicable, be so arranged that Associates have at least ten (10) consecutive hours off duty between the work of successive days. An Associate (other than a casual) who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day that the Associate has not had at least ten (10) consecutive hours off duty between those times shall, subject to this sub-section, be released after completion of such overtime until the Associate has had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

If on the instruction of the Company an Associate resumes or continues work without having had such ten (10) consecutive hours off duty the Associate shall be paid at double rates until released from duty for such period and the Associate shall then be entitled to be absent until the Associate has had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

12.5 CRIB TIME

An Associate working overtime shall be allowed a rest period of ten (10) minutes if working two (2) hours overtime or a crib break of twenty (20) minutes if working four (4) hours overtime after working a normal shift.

An additional crib break of twenty (20) minutes shall be allowed for each additional four (4) hours of overtime worked. All crib breaks and rest periods in this section shall be taken at a convenient time and treated as time worked.

12.6 MEAL ALLOWANCE

Associates will be paid an amount of \$7.00 meal allowance for every occasion where overtime of at least 2 hours is worked after normal finishing time. If overtime continues for a further 4 hours a second meal allowance of \$7.00 will be paid. These payments will be made with salary.

In cases where a full overtime shift is to be worked then the normal morning tea, afternoon tea and lunch breaks will apply.

12.7 CALL-IN

Associates who are called in after having completed their day's work shall be paid for not less than four (4) hours at the appropriate overtime rate for each occasion. (Where the Associate has worked a minimum of three (3) hours then the provisions of Section 12.4 apply and the calculation of the 10 hour period will commence from the actual clock off time of the call-in).

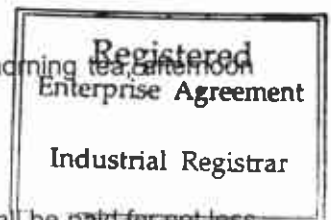
12.8 TIME OFF IN RESPECT OF OVERTIME WORKED

By mutual agreement between the Associate and the immediate Supervisor time off (on an hour for hour basis - overtime rates will not apply) may be taken in lieu of receiving payment for overtime worked. Such agreement should be made prior to the working of such overtime.

12.9 REPORTING FOR DUTY - MINIMUM PAYMENT

Where arrangements have been made for an Associate to work overtime and after commencing overtime circumstances require that it be cancelled and the Company is unable to provide any alternate work, the following will apply :-

1. Where the overtime was anticipated to be less than 4 hours the Associate will be paid at appropriate overtime rates for the agreed period.
2. Where more than 4 hours was anticipated then payment for 4 hours will be made.
3. The Company will endeavour to give notice of the cancellation of overtime at the earliest possible opportunity and will endeavour to offer alternate work to those concerned.



12.10 NOTES

1. All authorised overtime shall be calculated to the nearest minute.
2. In computing overtime each day shall stand alone.
3. Usual daily ordinary hours shall be as specified in Section 11.
4. The parties agree that from time to time it may be necessary to work overtime and it is understood that the Company will seek co-operation from Associates who will endeavour to meet the need as it arises.

13. PUBLIC HOLIDAYS

The following days, or the days on which they are observed shall be holidays; New Year's Day, Australia Day, Good Friday, Easter Sunday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day and Boxing Day, together with any gazetted or proclaimed as a Public Holiday for the State of NSW.

13.1 PICNIC DAY

In addition to the gazetted Public Holidays, each calendar year the Company will select a day to be the Picnic Day. Associates who are permanent employees on the scheduled day will be entitled to the Picnic Day. Associates required to work on the Picnic Day will be given a day off in lieu at a time to be mutually agreed (within the calendar year). Every effort will be made to enable the Associate the choice of an alternate day.

- 13.2 Where an Associate is absent on the last working day before and / or the first working day after a Public Holiday or Picnic Day then payment of such holiday will not be paid unless a Doctor's Certificate is provided to cover the sick leave.

14. ALLOWANCES

14.1 SHIFT WORK

This agreement provides for shift work on the following basis:

- i. Morning Shift
- ii. Day Shift
- iii. Afternoon Shift
- iv. Night Shift

For the purpose of this Section :-

'Morning Shift' means any shift whose ordinary hours commence at or after 4.00am but before 6.00am. (*)

'Day Shift' ordinary hours will be between 6.00am and 6.00pm.

'Afternoon Shift' means any shift whose ordinary hours finish after 6.00pm but before midnight.'

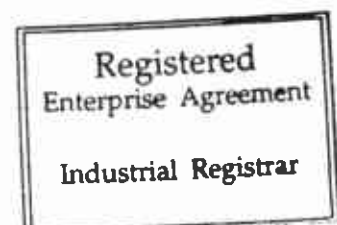
'Night Shift' means any shift whose ordinary hours start after midnight and before 4.00am or finish after midnight having shift commenced the previous day.

(*) *Note: This shift does not apply to Plant Operators.
The Night Shift Allowance applies prior to 6.00am.*

SHIFT ALLOWANCE

Associates will be paid the following allowances in addition to the base rate whilst on shift.

| | |
|------------------|-----|
| Morning Shift: | 10% |
| Afternoon Shift: | 15% |
| Night Shift: | 30% |



14.2 LEADING HAND

Associates appointed as Leading Hand in charge of less than 20 Associates receive an additional allowance of 7.5% of their base rate. For those in charge of 20 or more Associates the allowance is 10%.

14.3 SUPERVISORY ALLOWANCE

An Associate who is appointed to supervise the department (where the majority of the shift is outside the Supervisor's normal hours or in the absence of the Supervisor) for at least two (2) days receives an allowance of double the Leading Hand Allowance appropriate for that position for the time so worked. The allowance applies to each full day the Associate is in the role.

14.4 FIRST AID

Associates appointed as First Aid Attendants must have a current certificate and shall be paid the rate of \$20.00 per fortnight. Such allowance is not included in the base rate of pay.

14.5 HIGHER DUTIES

An Associate engaged for more than four (4) hours on a day or shift on duties carrying a higher rate shall be paid the higher rate for such a day or shift. If engaged for four (4) hours or less during a day or shift the higher rate shall be paid for the actual time worked.

16. LEAVE

16.1 ANNUAL LEAVE

Associates' entitlements to Annual Leave will be determined in accordance with the NSW Annual Holiday Act 1944, as amended.

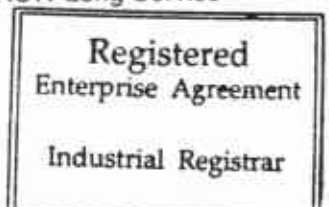
In addition, one week's additional leave will be awarded annually to all Associates on obtaining 20 years' service.

16.2 ANNUAL LEAVE LOADING

- a. The Company will pay a loading determined in accordance with this Section. The loading will be paid on both fully accrued and pro rata leave.
- b. The loading is payable in addition to the pay for the period of leave taken and will be paid at the same time the leave payment is made.
- c. The loading is the amount payable at the rate of 17 1/2% of the base rate prescribed by this Agreement, for the Associate, immediately before commencing leave together with all purpose allowances where applicable.
- d. Where an Associate has received the loading on pro rata leave and then leaves the Company before the leave is fully accrued, the loading will be deducted from any monies owing to the Associate at the time of termination.
- e. At the time of termination Annual Leave loading will be paid on all fully accrued but untaken leave. Annual Leave loading is not payable on pro rata entitlements.
- f. Where at the time of taking leave the Associate is in receipt of a shift or weekend allowance greater than the 17 1/2% loading such allowance will be paid in substitution for the Annual Leave loading.

16.3 LONG SERVICE LEAVE

Associates' Long Service Leave will be determined in accordance with the NSW Long Service Leave Act, 1955, as Amended.



16.4 SICK LEAVE

The Company's policy is to provide maximum support in all genuine cases of illness.

To this end the following benefits are available to associates within the defined guidelines.

A. Entitlement

Associates during their first year of service will be entitled to leave not exceeding one working week ie: 38 hours. In the second and subsequent years the entitlement will increase to 64 hours.

Any of the above entitlement not taken will accumulate to the credit of the Associate.

Sick leave will be provided for the period of time the Associate is unable to attend for duty subject to the following:

- a) Associates on sick leave must advise their Supervisor (or in the absence of the Supervisor, the next most senior person in the department) as early as possible the reason for absence and an estimate of the duration of absence.

The Company reserves the right to refuse sick pay during the first 3 months of employment where it is not satisfied that the claim for such leave is genuine.

- b) Associates are required to supply a Doctor's Certificate on occasions where they are absent for more than two (2) days.
- c) In cases where a Supervisor is concerned about the genuiness of a period of leave or where an Associates sick leave record is unsatisfactory the Associate may be required to provide a Doctor's Certificate for all future absences. This requirement must be clearly communicated to the Associate.

Although there is no sick leave entitlement during a period of other paid leave, the period of leave can be deferred if an Associate is on sick leave which commences prior to and continues beyond the anticipated commencement date of such leave.

B. Special Sick Pay Plan

Consideration for payment from the Special Sick Pay Plan will be on an individual basis and only in cases where the employee has exhausted their statutory sick leave entitlements. The intention of this Plan is to provide paid leave in genuine cases of need as evidenced by hospitalisation, longer term illnesses or recurring health problems of a serious nature. It is not intended to cover absences of short duration (less than one week); although the Department Head may exercise discretion based on the information provided.

Payment under this section of the Sick Pay Plan requires a recommendation from the Department Manager and must be supported by medical evidence.

LENGTH OF SERVICE

Less than 1 year
 1 through to 2 years
 2 through to 4 years
 5 years or more

**MAXIMUM PERIOD FOR WHICH
 BENEFITS IS PAYABLE PER
 ANNUM
 (including all accrued entitlements)**

6 weeks
 10 weeks
 18 weeks
 26 weeks



16.5 BEREAVEMENT LEAVE

In circumstances where a bereavement occurs, an Associate may be granted paid leave to attend the funeral and make necessary arrangements. A maximum of 2 days may be taken on each occasion. Leave beyond 2 days may be granted in accordance with the Compassionate / Discretionary Leave section.

16.6 COMPASSIONATE / DISCRETIONARY / FAMILY LEAVE

This leave is designed to accommodate those personal circumstances not covered by "normal entitlements".

Where the absence involves the associate in caring for a member of the same household then medical evidence or a statutory declaration may be required to establish the illness of the person concerned.

Paid Leave may be granted from among the following options subject to Operations Manager approval.

- a) Sick Leave Entitlements.
- b) Annual Leave Entitlements.
- c) Make Up Time (including Overtime) on an hour for hour basis.

If none of the above prove practical then leave without pay may be considered. Payment for absences beyond 5 working days requires concurrence from the Managing Director.

16.7 PARENTAL LEAVE

Parental Leave which includes entitlements to Maternity, Paternity and Adoption Leave, will be given in accordance with NSW Industrial Relations Act 1996.

16.8 JURY DUTY

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

The Associate will be paid their base rate (plus all purpose allowances where applicable) for time spent on Jury Service and will pay to the Company any monies received from the court for such service, excluding monies paid for travelling and meals.

An Associate who is required to attend Jury Service is not expected to attend work on the same day. It is agreed Associates will have a minimum 10 hour break before and after attending for Jury Service. Certificate of attendance must be produced.

16.9 RESERVE FORCES

Associates will not suffer financial loss as a result of attending Reserve Forces training camps. The maximum period for which this policy applies is 2 weeks per annum. The Associate should provide proof of attendance and amount of payment received.

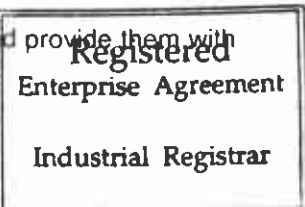
The Department Manager will authorise make-up payment to normal base rate (including shift allowance where applicable) via a Personnel Change Form.

16.10 EMERGENCY SERVICES

The Company will support Associates who belong to and are required to attend emergency situations as members of the SES, Volunteer Bush Fire Brigade or Ambulance Service. Normal pay will continue for the period of absence. Documentation to verify service must be provided.

17. TRAINING / EDUCATION

Every effort will be made to select the right people for our business operations and provide them with appropriate training to enable both the Company and Associates to be successful.



Applications for training may be submitted by all Associates.

Department Heads, through Supervisors/Team Leaders will be responsible for approving training. Training needs will be evaluated for each Associate and training programs implemented. Training results will be recorded on the Associate's personnel record.

The Company will pay all costs associated with Company-initiated training, and time off without loss of pay will be provided.

For education and training initiated by the Associate and approved by the Company, reimbursement of costs and time off to attend programs will be available for the agreed period.

17.1 MULTI-SKILLING

Parties to this agreement are committed to the Multi-Skilling principle to recognise, encourage and reward staff who develop and use skills that make a valuable contribution to the business.

Parties agree to eliminate any demarcation barriers which act as impediments to the Multi-Skilling principle in order to facilitate labour flexibility and maximise skills development.

Where multi-skilling involves a safety issue or the task is usually carried out by a tradesman, before that Associate is permitted to work in this field the Associate must be accredited by a qualified Tradesman Associate.

This Section should be read in conjunction with Section 22.

18. GRIEVANCE PROCEDURE

It is important that Associates have an opportunity to express concern over an issue and be able to receive a fair and impartial hearing. To this end the following steps are available in the event of a grievance occurring.

- a) Your immediate Supervisor should be contacted where any problems or concerns arise. If requested, the details should be documented and both parties retain a copy.

If an answer/decision cannot be given immediately for any reason, a time must be stated when the Associate can expect the answer/decision from the Supervisor.

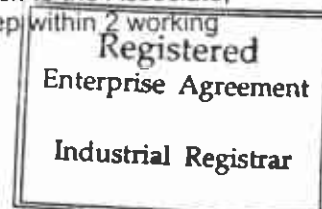
During the time delay the Supervisor may seek advice (from the People, Learning and Development (PLD) department on company policy for example).

- b) If the decision given to the Associate is not satisfactory to that person, he or she should advise the Supervisor of the fact.

A meeting will then be scheduled as quickly as possible between the Associate, the Supervisor/Team Leader and the Department Manager.

- c) If the explanations and decisions given at this meeting are still unsatisfactory to the Associate, he or she has the right to seek further advice (e.g. from the Union Delegate where appropriate).
- d) Further discussion should then be scheduled between the parties. At this point a representative from PLD and if appropriate the relevant Union Delegate should be included in the discussions.
- e) If settlement cannot be reached at this stage a meeting will be held between interested parties and the relevant Department Head.

For each step in the process an agreed time frame for providing feedback to the Associate, shall be established. In any case, feedback should be given at each step within 2 working days.



This procedure does not limit the right of the Company and the Associate to refer any matter to the NSW Industrial Commission in accordance with the Industrial Relations Act of 1996.

The PLD Department is available to provide assistance to the parties throughout the whole process. The Associate may call upon a third party of their choice to provide assistance (any cost incurred will be the responsibility of the Associate).

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

The Company and the Associate agree to enter into and follow this procedure in a spirit of good faith and co-operation and with a view to reaching a solution.

19. DISCIPLINARY PROCEDURE

AIM

The aim of the Disciplinary Procedure is to endeavour to provide every opportunity for the early resolution of performance / behaviour related problems, so that each Associate can contribute the optimum amount to the requirements of the job.

PROCEDURE

- a. In cases where the Supervisor becomes aware of performance / behaviour problems, discussion should be undertaken with the Associate to determine the reason and offer guidance, training or assistance as necessary to rectify the matter.
- b. Where, after face to face discussion (the numbers of such discussions to be determined on a case by case basis), the Supervisor/Team Leader believes no improvement has occurred, then it is appropriate to issue a first warning on paper - such warning to be signed by the Supervisor and the next level of Management and given to the Associate. This document will be placed in the Associates Personnel File and it should indicate that a repeat or continuation of the problem may result in a final formal warning.
- c. The Associate should be given a reasonable period of time to demonstrate a willingness to improve.
- d. Should the first formal warning result in no appreciable change, a final formal warning should be issued and the immediate Supervisor must obtain approval from the relevant Department Head before taking such action. A copy of the document must be provided to the Associate.

The Supervisor or the Associate can at any time call on the services of the PLD Department to assist in the matter, but in any case the PLD Director should be informed that a final warning is to be issued.

- d. Where two levels of management are not available and the Supervisor/Team Leader is of the opinion that the Associate's behaviour warrants discharge/dismissal, the Supervisor/Team Leader has the authority to suspend the Associate with pay for the remainder of the shift to enable the matter to be reviewed as soon as the necessary Managers are available.
- e. Where the Company is left with no alternative but to discharge the employee, then a PLD Representative should be present at the final interview to assist both the Manager and the Associate.
- f. The Associate will be asked to sign to acknowledge receipt of each formal warning (without prejudice).
- g. The Associate will be offered the opportunity to reply in writing and have that placed with the Warning in the Personnel file.
- h. The effective period of each warning is specified within the document. Where this is not the case it should be noted that no warning will have effect after 12 months from the date of issue.

Whilst this procedure will cover most situations, it needs to be recognised that each case must be judged on its merits and not all of the steps outlined will be necessary in every case.

The immediate Supervisor, before proceeding with a disciplinary procedure, should be convinced that the Associate has been given all the necessary information, guidance and assistance to be able to carry out the assigned tasks.

The Associate may call upon a third party of their choice to provide assistance (any costs incurred will be the responsibility of the Associate).

Refer to Appendix D for the Notification of Unsatisfactory Performance/Attendance.

This section should be read in conjunction with Section 6 Contract of Employment and Section 18 Grievance Procedure.

20. TRADE UNION MEMBERSHIP

The Company and its Associates recognise the right of individuals to exercise freedom of choice with regard to Trade Union Membership.

The NSW Industrial Relations Act 1996 provides the right of access to all relevant Union Officials.

21. OCCUPATIONAL SUPERANNUATION

The Company will comply with the Superannuation Industry (Supervision) Act of 1993.

The Company has an approved Superannuation Scheme in operation known as The Wrigley Company Pty. Limited Superannuation Scheme.

The Company will ensure that contributions of 3% of each Associate's base rate of pay (plus all purpose allowances where appropriate) are credited to the Associate's Superannuation Account.

It is recognised that this 3% contribution forms part of the Company's obligation to provide a minimum level of superannuation under the Superannuation Guarantee Charge.

22. PERFORMANCE OF REQUIRED DUTIES

- a. The Company may direct an Associate to carry out such duties as are within the limits of the Associate's skill, competence and training consistent with the classification structure of this Agreement provided that such duties are not designed to promote de-skilling.
- b. The Company may direct an Associate to carry out such duties and use such tools and equipment as may be required provided that the Associate has been properly trained in the use of such tools and equipment.
- c. Any direction by the Company shall be consistent with its responsibilities to provide a safe and healthy working environment.

23. COMPANY POLICIES AND PROCEDURES

Company Policy is covered under several separate documents and Associates are expected to comply with these policies and procedures as issued from time to time. Relevant current policies are attached as listed :

Personal Grooming, Hygiene & Personal Effects Procedure
Confidential Agreement
Code of Conduct
Equal Employment Opportunities

APPENDIX B
APPENDIX C
APPENDIX E
APPENDIX F



Before new policies / procedures are issued the SBU and all Associates will be advised.

24. EQUAL OPPORTUNITY AND ANTI-DISCRIMINATION

The Company is an equal opportunity employer and will ensure compliance with both the spirit and letter of all anti-discrimination and equal employment legislation.

25. SAFETY

25.1 SAFETY POLICY

It is the policy of the Company to provide every Associate with a safe and healthful place in which to work. Toward this end, every effort is constantly being made to achieve maximum accident prevention, fire protection and health preservation for all Associates while conscientiously observing all applicable governmental laws, codes and regulations.

The Company will always try to maintain a safe and healthful work place and adhere to the highest standards of cleanliness and good housekeeping. All working equipment and such tools as are provided by the Company will be maintained in safe working condition. Necessary personal protective equipment will be provided and the Company will always insist on its use.

A need also exists, for all levels of Management and Associates to recognise and follow good safety principles and practices. No job is so important and no order is so urgent that we cannot take time to perform our work safely.

This policy requires joint co-operation between Associates and Management in the observance of safe working conditions to achieve accident free performance which will be to the mutual benefit of all.

25.2 SAFETY EQUIPMENT

All necessary safety and protective equipment will be supplied and maintained by the Company free of charge. Such equipment shall be properly cared for and used by Associates.

All equipment issued will remain the property of the Company and must be returned on-demand and in the event of termination.

Damaged and/or worn out equipment will be replaced as necessary.

25.3 WORKERS COMPENSATION

Workers Compensation for Associates is covered under the Workers Compensation Act 1987.

26. CONTRACT LABOUR

The Parties agree that for the life of this Agreement, Maintenance/Engineering stream Associates in each department will be maintained at a level which avoids the need for Contract labour on a day-to-day basis.

It is understood that temporary assistance will need to be acquired to meet the need during periods when employees are absent on authorised leave (Parental, Long Service, Annual, Sick, etc.).

The Parties recognise the need to use independent contractors for specific projects. The requirements and scope of the work together with the Company policy on Contractors must be clearly communicated to the contract Company.

The contract will not be accepted as complete until all requirements have been met to the satisfaction of The Wrigley Company.

