

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/139

**TITLE: Wrigley Company Pty Limited (Engineering Stream)
Enterprise Agreement 2004**

I.R.C. NO: IRC5/587

DATE APPROVED/COMMENCEMENT: 15 February 2005 / 1 July 2004

TERM: 24

**NEW AGREEMENT OR
VARIATION:** Replaces EA02/147.

GAZETTAL REFERENCE: 17 June 2005

DATE TERMINATED:

NUMBER OF PAGES: 31

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by The Wrigley Company Pty Limited, who are engaged to perform work within the Engineering Stream located at Michigan Avenue, Asquith in the State of New South Wales, who fall within the coverage of the Metal, Engineering and Associated Industries (State) Award, and the Electricians, &c. (State) Award.

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

**WRIGLEY COMPANY PTY LIMITED (ENGINEERING STREAM)
ENTERPRISE AGREEMENT 2004**

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1. Title, Parties & Persons Bound

This agreement reflects and embodies the mutual commitment to the profitable, efficient and on-going operations of the business.

- (1) This agreement is known as the Wrigley Company Pty. Limited (Engineering Stream) Enterprise Agreement 2004.
- (2) The parties to this Agreement are -
- (3)
 - (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")
- (4) This Agreement binds -
 - (a) The Company; and
 - (b) The Unions; and

- (c) Each employee for whom this agreement was made whether or not such employee was employed by the Company at the time that this Agreement was made.

2. Period of Operation

This Agreement shall apply from the first full pay period on or after 1 July 2004 and shall remain in force until 1 July 2006. It may be terminated before the end of this period only with the agreement of all parties. After the expiration of its specified term, either party may terminate this agreement by giving three (3) months notice of the 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.

3. 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.

Metal, Engineering and Associated Industries (State) Award;

Electricians, &c. (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.

3.1 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.

4. 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 25% 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 - Both parties are in agreement with the outcome proposed.

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

ORDINARY HOURS - The standard hours worked each week / fortnight as defined at Section 10(a).

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.

5. Contract of Employment

This Enterprise Agreement governs the terms and conditions of employment of all Engineering Associates employed by the Company.

- 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. 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.

6. Duress

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

7. 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, whilst they are within their probationary period. 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.

8. 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 (no more than two) 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 payday.

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 net 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.

9. Operational Flexibility

It is agreed that the business may run up to 7 days per week and operate for up to 24 hours a day.

10. Hours of Work

The parties recognise that productivity can be improved with flexibility in the way that patterns of work are set. Balanced against the Company's need for flexibility are the interests of Associates to work reasonable hours and having 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.

- 10a. Ordinary hours will be arranged over a standard working week spanning Mondays to Fridays (inclusive) and will not exceed 38 hours. Work in excess of 38 hours or work outside of the ordinary working week will attract overtime (see clause 11) and or Allowances (see clause 13). Associates on 12 hour shifts work a maximum of 44 ordinary hours, one week in a four week cycle with the other three weeks being 36 ordinary hours. For the purposes of overtime each day will stand alone.
- 10b. The above notwithstanding, where the company believes there is a need for changes to working arrangements to be made, it shall first seek to satisfy those needs by voluntary changes to individual's working arrangements. If agreement cannot be reached refer to dispute resolution procedure in clause 10.2.
- 10c. For permanent Associates who commenced with the company prior to 1 August 2004, the maximum ordinary shift will be no more than 10 hours (including the unpaid meal break for day workers), spread over no more than four consecutive days (Monday to Friday). * Note 12 hours are considered ordinary hours for employees who have negotiated or been employed on twelve hour shift rosters.

Any permanent Associate, employed prior to 1 August 1 2004, who remain on a mid-week RDO after 1 August 2004, by their own choice, will be able to transfer to a Monday or Friday RDO, when a vacancy arises through resignation or retirement of an existing engineering stream employee in the same job classification.

For permanent Associates who commence with the company or commence to be covered by this enterprise agreement on or after 1 August 1 2004, the following clause in regards to ordinary shifts will apply:

The maximum ordinary shift will be 10 hours (including the unpaid meal break for day workers). The ordinary shifts do not need to be consecutive days but will be rostered between Monday and Friday (inclusive). * Note 12 hours are considered ordinary hours for employees who have negotiated or been employed on twelve hour shift rosters.

For any Associate who commences a trade apprenticeship on or after 1 August 2004, the maximum ordinary shift will be 10 hours, which do not need to be consecutive days.

- 10d. The starting and finishing times of individuals and departments shifts may be altered to enable optimum coverage within each department. The appropriate shift allowance (as set out in Section 13.1) will be paid and changes will be made 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).
- 10e. Changes between shifts can be made with seven days notice provided the appropriate allowances are paid. If however the associate can demonstrate, by way of a statutory declaration, that there are pressing domestic reasons why they cannot change, the company will allow the associate four weeks to address these matters.
- 10f. Hours of work outside of the above provisions will be subject to overtime payments (as set out at Section 11).

10.1 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 for that part of the shift worked after midnight.

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

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.

10.2 ROSTERED DAY OFF (RDO's)

This clause is intended to be applied in the following manner:

For Associates employed within the Engineering Stream by the Company prior to 1 August 2004, the following process will be used to change RDO's between a Monday and Friday or a Friday and Monday;

For Associates employed within the Engineering Stream by the Company on or after 1 August 2004 the process is to be used to change RDO for any day of the week.

Rostering of RDO's shall apply by the parties' observation of the following process:

The Company will seek to fill any changes to Production alterations that may arise by seeking mutual agreement and asking employees to volunteer to change their RDO's.

Where mutual agreement cannot be reached the following processes shall apply:

- a. The relevant Team Leader shall provide the maintenance staff in writing with an outline of the manning requirements for the next month.
- b. The maintenance staff shall then have 7 days from the receipt of such a notice to submit a roster that fulfils the manning requirements.
- c. From the date the Company accepts the roster, there shall be a further 7 days notice before such a roster takes effect. This period may be of a lesser time should the majority of the maintenance team agree.
- d. In the event an adequate roster is not submitted the company shall then introduce a roster they believe will satisfy the manning requirements. Adequate is defined as fulfilling the requested manning levels with adequately skilled tradesmen. This roster will be introduced after a further period of 7 days.
- e. The Company will endeavour to accommodate the needs of any employee who is unable to comply with the roster due to pressing domestic or health circumstances. All such incidences shall be advised to the Company in writing within 3 working days of a roster being produced by the Company.
- f. The parties agree that ongoing genuine and regular communication is vital to ensuring this practice is upheld and workable. Regular overtime will not be used to man rosters. Should any disagreements arise the Disputes Procedure of this agreement shall apply. In the period that the dispute is ongoing it is agreed the employees will work the rosters proposed by the Company unless written advice of their inability to do so is tendered within the required timeframe.

10.3 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 that 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.

10.4 REST BREAKS

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

10.5 WASH-UP TIME

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

11. Overtime

The Company recognises that from time to time reasonable overtime may not be able to be worked due to the personal circumstances of an Associate. In the event that Associate(s) are regularly declining to work overtime offered, it will be deemed that they are acting in contravention of this agreement.

In the event that an Associate cannot work the overtime offered due to personal circumstances the Associate will organise for a suitably skilled and qualified person to cover the overtime offered. If a suitably skilled or qualified person cannot be found, the Associate will liaise with the appropriate Team Leader, or Manager in their absence, to discuss further options.

11.1 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 10.1 & 10.2 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 12) will be paid at the rate of double time and a half (i.e: 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 or casual 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 10a and 10b.

11.2 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.

11.3 ASSOCIATES WORKING WEEKEND SHIFTS

Overtime for weekend shift workers will be paid at double time (not including the weekend penalty rate specified in Section 10.1).

11.4 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.

11.5 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.

11.6 MEAL ALLOWANCE

Associates will be paid an amount in accordance with Table 1 "Meal Allowance 1" of this agreement as a 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 will be paid in accordance with Table 1 "Meal Allowance 2". 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.

11.7 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. Where the Associate has worked a minimum of three (3) hours then the provisions of Section 11.4 apply and the calculation of the 10 hour period will commence from the actual clock off time of the call-in).

11.8 TIME OFF IN RESPECT OF OVERTIME WORKED

Both parties will seek to reach a mutually agreeable solution in respect to overtime worked.

By mutual agreement between the employee 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.

11.9 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.

11.10 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.

12. Public Holidays

Days gazetted by the NSW Government, as Public Holidays will be observed

12.1 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).

- 12.2 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.

13. Allowances

13.1 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 any shift 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 starts after midnight and before 4.00am or finish after midnight, having commenced the previous day.

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%

13.2 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%.

13.3 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.

13.4 FIRST AID

Associates appointed by The Company as First Aid Attendants must have a current certificate and shall be paid at the rate outlined in Table 1 of this Agreement per fortnight. Such allowance is not included in the base rate of pay. The company shall roster two First Aid Attendant per shift. Where an attendant is not regularly included on the roster of First Aid Attendants they may be deemed by The Company to be inactive and will no longer receive the allowance.

13.5 ALTERNATE DUTIES

13.5.1 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.

13.5.2 Duties paid a lower rate or lesser allowances

Should the company request an individual or group make change, which is expected to be permanent, between morning, day or afternoon shifts, which will lower the allowances the individual(s) affected receives, the company will maintain their higher shift allowance for six months from the date of the change taking place.

Where the company requests an individual or group changes permanently between morning, day or afternoon shifts, and that change will increase the allowances the individual(s) affected receive, they will be paid the higher allowance from the first date they work the new shift.

14. Leave

14.1 ANNUAL LEAVE

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

14.1.2 One week's additional leave will be awarded to all Associates on obtaining 20 years' continuous, permanent employment with The Company

14.1.3 Where an associate who always works 12 hour shifts and works for more than 26 Sundays in a calendar year, that associate will be awarded an additional week's leave

14.2 ANNUAL LEAVE LOADING

14.2.1 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.

14.2.2 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.

14.2.3 The loading is the amount payable at the rate of 17½% of four weeks pay at the base rate prescribed by this Agreement, for the Associate, immediately before commencing leave together with all purpose allowances where applicable.

14.2.4 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.

14.2.5 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.

14.2.6 Where at the time of taking leave the Associate is in receipt of a shift or weekend allowance greater than the 17½% loading outlined in clause 14.2.3 this allowance will be paid in substitution for the Annual Leave loading.

14.3 LONG SERVICE LEAVE

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

14.4 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.

14.4.1 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.

Where an associate is not in their first year and is working 12 hour shifts, works for more than 26 Sundays in a calendar year, that associate's sick leave entitlement will increase to 72 hours per year.

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 company's sick leave policy appended to this document:

- a) Associates on sick leave must advise their Supervisor (or in the absence of the Supervisor, the next most senior person in the department) at least one hour before commencement of their shift, 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 genuineness of a period of leave or where an Associate's 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.

14.4.2 Company 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 illness 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	Maximum Period For Which Benefits Is Payable Per Annum (including all accrued entitlements)
Less than 1 year	6 weeks
1 through to 2 years	10 weeks
2 through to 4 years	18 weeks
5 years or more	26 weeks

The Company reserves the right to review each individual case and where not satisfied of the genuineness of the claim refuse to make payment from the Sick Pay Plan.

14.5 BEREAVEMENT LEAVE

Where bereavement occurs within an associate's household, as defined under section 5 of this agreement, the Associate may be granted paid leave to make necessary arrangements and to attend the funeral. 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.

14.6 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, as defined in section 5 of this documents, then medical evidence or a statutory declaration may be required to establish the illness of the person concerned.

Paid leave may be granted under any of the following arrangement, arranged by order of preference and any such leave will be subject to the Factory Manager's approval.

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

If none of the above prove practical, leave without pay may be considered. In any event payment for absences beyond 5 working days require concurrence from the Factory Manager.

14.7 Parental Leave

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

14.8 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.

14.9 Reserve Forces LEAVE

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

14.10 Emergency Services Leave

Associates attending emergencies, as members of the SES, Bush Fire Brigade or Ambulance Service will be supported by the company through the maintenance of normal pay during their absence, for up to two weeks in total over a rolling twelve month period provided:

The associate is attending a genuine emergency as verified by the service's documentation.

They have maintained regular contact with The Company advising their supervisor of their situation and likely return to work.

They have returned to work promptly following the resolution of the emergency.

14.11 TRADE UNION TRAINING LEAVE

Both parties recognise the importance that training plays in the development of Union Delegates and the creation of a positive industrial relations climate.

The Company commits to not unreasonably refuse leave to Union delegates to attend AMWU conferences, seminars, council meetings and accredited training courses to a maximum of 5 days leave per year, per delegate, with a maximum of two delegates per calendar year to attend. The Company on the basis of no loss of normal income will pay this leave, that is, an employee will receive normal pay as per the shift cycle normally worked.

The AMWU commits to provide adequate notice (around two weeks) and course outlines and, in consultation with the Company, to consider production requirements and shift rosters.

15. 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.

Factory Manager, through 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.

15.1 Multi-Skilling

Parties to this agreement are committed to the Multi-Skilling principle to recognise, encourage and reward staff that 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 tradesperson, before that Associate is permitted to work in this field the Associate must be accredited by a qualified Tradesperson.

This Section should be read in conjunction with Section 22.

16. 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 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 member of the People Learning & Development team 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.

17. 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. The supervisor may document such a discussion, retaining a note on the associates file and issue a verbal caution.
- b. Where, after face to face discussion (the numbers of such discussions to be determined on a case by case basis), the Supervisor 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 Manager 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 Advisor or Manager should be informed that a final warning is to be issued.

- e. Where two levels of management are not available and the Supervisor is of the opinion that the Associate's behaviour warrants discharge/dismissal, the Supervisor 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.
- f. 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.
- g. The Associate will be asked to sign to acknowledge receipt of each formal warning.
- h. The Associate will be offered the opportunity to reply in writing and have that placed with the Warning in the Personnel file.

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 G for the Notification of Unsatisfactory Performance/Attendance.

This section should be read in conjunction with Section 6 Contract of Employment and Section 16 Grievance Procedure.

18. 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.

The company agrees to the provision of paid leave to attend Trade Union Training, as detailed in clause 14.11

The company will pay associates up to four hours per annum to attend stream meetings on site. Meetings must be authorised and a skeleton staff must remain to operate plant.

19. Occupational Superannuation

The Company will comply with the statutory requirements, in particular the Superannuation Industry (Supervision) Act of 1993.

20. 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.
- 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.

21. 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. Key policies are appended to this document as listed:

Personal Grooming, Hygiene & Personal Effects Procedure	Appendix C
Confidential Agreement	Appendix D
Code of Conduct	Appendix F
Equal Employment Opportunities	Appendix G

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

22. 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.

23. Safety

23.1 Safety Policy

It is the policy of the Company to provide every Associate with a safe work place. To this end the company will comply with applicable legislation and undertakes to adhere to a declared Health and Safety Policy. A copy of the current policy is appended to this report.

Developments that impact on health and safety and changes to the Occupational Health & Safety Policy will be made in consultation with a an OH&S Committee and with affected employees.

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.

23.2 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.

23.3 Workers Compensation

Workers Compensation for Associates is covered under the relevant Workers Compensation legislation.

24. Contract & Casual Labour

24.1 Use of Contract & Casual 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.

The Company will make every effort to make full use of overtime for permanent employees to fulfil any additional workloads and employees will endeavour to meet reasonable request for overtime to help in achieving this. The parties recognise however that requirements to use contract labour may arise when skills are not available within the permanent workforce or when the workload is greater than can be reasonably handled by the Company and its employees. Under such circumstances The Company may supplement permanent labour with contract labour.

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.

25. Consultative Committee

The parties to this Agreement agree that SBU continue as a Consultative Committee to enable consultation and negotiation on matters affecting the implementation of this agreement and to be a forum for other matters that may affect the efficiency of the workplace.

26. Union Delegate Activities

After obtaining approval from his/her immediate manager a Union Delegate shall have the right to approach or be approached by a member of the Union for the payment of union dues or other payments, or to discuss any matter related to the members employment at any time during normal working hours. This approval will not unreasonably be withheld. The Union delegates shall attend to Union business in a timely and professional manner.

A Union Delegate shall have the right to move freely within the workplace for the purposes of consulting members in relation to negotiations with management in any matter affecting the employment of members. Paid meetings are subject to consultation and agreement with management.

After obtaining approval from site management a Union delegate shall have the right to call meetings of members, and for those members to attend, on matters affecting the employment of members at the workplace.

The Union Delegates shall have access to the facilities necessary to undertake their jobs as Union delegates.

27. Agreement to Be Displayed

Copies of the Agreement will be displayed and available for all Associates.

28. Signatories

EXECUTED AS AN ENTERPRISE AGREEMENT IN NEW SOUTH WALES ON THE DAY OF 2004

SIGNED AND SEALED BY

For and on behalf of The Wrigley Company Pty Limited) (Inc. in NSW) (A.C.N. 000 008 560)

Signature & Title

Signature & Title

SIGNED AND SEALED BY

For and on behalf of The Automotive, Food, Metals, Engineering) Printing and Kindred Industries Union, New South Wales Branch)

Signature & Title

Signature & Title

29. Appendices

- A. Job Levels & Wage Ranges
- B. Table 1 - Allowances
- C. Personal Grooming, Hygiene & Personal Effects Procedure
- D. Confidential Agreement
- E. Notification of Unsatisfactory Performance/Attendance
- F. Code of Conduct
- G. Equal Employment Opportunities Policy

It is recognised that the Appendices listed above may be subject to change during the life of the Agreement.

Any such changes will be made with the agreement of the relevant parties.

APPENDIX A

JOB LEVELS & WAGE RANGES (Per Fortnight & Per Hour) ENGINEERING STREAM

An increase of 5%, effective from the first pay period to commence on or after 1 July 2004

JOB TITLE	95% Rate Per Fortnight / Per Hour	SHOP RATE Per Fortnight / Per Hour
Electrician Special Class	1776.54	1870.04
	23.3755	24.6058
Maintenance HVAC Fitter	1671.57	1759.50
	21.9936	23.1512
Fitter / Boiler Attendant	1644.96	1731.48
	21.6443	22.7823
Wrapping Machine Mechanic	1635.69	1721.78
	21.5222	22.6550
Electrician	1615.11	1700.12
	21.2515	22.3699
Fitter / Machinist	1591.89	1675.67
	20.9459	22.0483
Painter (Trades)	1551.74	1633.42
	20.4177	21.4925
Plant Operator	1435.15	1510.69
	18.8835	19.8774
Maintenance Storeman	1343.36	1414.07
	17.6758	18.6060
Maintenance Handyman	1327.13	1396.97
	17.4622	18.3812

JUNIOR RATES

Juniors will receive the following % of the adult rate for the appropriate level.

Apprenticed Juniors		Unapprenticed Juniors	
First Year	42%	Under 16 years of age	36.8%
2nd Year	55%	at 16 years of age	47.3%
3rd Year	75%	at 17 years of age	57.8%
4th Year	88%	at 18 years of age	68.3%
		at 19 years of age	82.5%
		at 20 years of age	97.7%

APPENDIX A

JOB LEVELS & WAGE RANGES (Per Fortnight & Per Hour) ENGINEERING STREAM

An increase of 4.5%, effective from the first pay period to commence on or after the 1 July 2005.

JOB TITLE	95% Rate Per Fortnight / Per Hour	SHOP RATE Per Fortnight / Per Hour
Electrician Special Class	1856.48	1954.19
	24.4274	25.7131
Maintenance HVAC Fitter	1746.79	1838.67
	22.9833	24.1930
Fitter / Boiler Attendant	1718.98	1809.40
	22.6183	23.8075
Wrapping Machine Mechanic	1709.30	1799.26
	22.4907	23.6745
Electrician	1687.79	1776.62

	22.2078	23.3766
Fitter / Machinist	1663.53 21.8885	1751.08 23.0405
Painter (Trades)	1621.57 21.3365	1706.93 22.4596
Plant Operator	1499.73 19.7333	1578.67 20.7719
Maintenance Storeman	1403.81 18.4712	1477.70 19.4433
Maintenance Handyman	1386.85 18.2480	1459.84 19.2083

JUNIOR RATES

Juniors will receive the following % of the adult rate for the appropriate level.

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3rd Year	75%	at 17 years of age	57.8%
4th Year	88%	at 18 years of age	68.3%
		at 19 years of age	82.5%
		at 20 years of age	97.7%

APPENDIX A

Situations that can affect an Associate's Rate of Pay

- 1). A change of job at the Associate's request.
- 2). A change of job to a lower level at the Company's request.
- 3). As a result of significant Performance/Behaviour-related problems.
 - 1) In this case, the rate will be adjusted down to the appropriate level at the time of the change.
 - 2) There will be no change in the rate of pay at the time of transfer, but future increases may need to be scaled down gradually to re-align the rate of pay to the lower level position.
 - 3)
 - a. There will be no reduction in the Associate's current rate of pay.
 - b. Future "across the board" increases may be used to adjust the rate
 - c. Where such action is considered necessary, adjustments will be made as follows:
 - i. Where an Associate is being paid above middle of the range, adjustments may be made so as to bring the rate back to the middle of the range but no lower.
 - ii. There will be no adjustment made to those Associates who earn less than the middle of the range.

It is understood by the parties that before any such action is taken, the Company's Disciplinary Procedure will be implemented and have proceeded to a point where the only alternate recourse appears to be dismissal.

The above procedure will also apply in cases where either a Leading Hand or Supervisory Allowance has been paid to an Associate as a regular payment for periods exceeding six months. It should be noted, however, that such allowances are to be reduced until completely removed.

APPENDIX B

Table 1

Allowance	Rate (\$)
Meal Allowance 1	\$9.10
Meal Allowance 2	\$9.10
First Aid Allowance (per fortnight)	\$21.60

APPENDIX C

A 00.00007

Wm. WRIGLEY JR Company
CORPORATE QUALITY ASSURANCE DEPARTMENT
CORPORATE PROCEDURE

PERSONAL GROOMING, HYGIENE & PERSONAL EFFECTS PROCEDURE

1.0 Purpose:

To establish Wrigley Corporate clothing, personal grooming, and personal effects procedure and guidelines for factories.

- 1.1 To provide consistency in clothing and personal grooming and personal effect that can be implemented as part of the Wrigley Company GMP Procedure #A.00.00400.

2.0 Scope:

This procedure applies to all Wrigley Company operations.

3.0 Introductions

The reputation and growth of the Wrigley Company rests on our commitment to produce a Quality product. We accomplish this through providing a working environment, which is safe and free of possible contaminants, which could come into contact with our products during the manufacturing process. You will notice this commitment is demonstrated throughout this document. Be assured everything asked of you and every other employee is being requested to ensure you have a safer work place in which you can help produce products which meet the Wrigley Standard of Quality.

A 00.00007

4.0 Clothing

4.1 Uniforms

The Wrigley Company supplies uniforms and other work clothes to our employees and pays all cleaning, repair, alteration and replacement costs. This saves you the expense and inconvenience of providing your own. In return, the company asks you to care for these clothes as if they were your own. If your work clothes become excessively soiled, worn, or damaged in any way, inform your supervisor so a clean uniform may be issued to you. Clean clothes maintained in good repair contribute toward a clean, safe work environment.

If a shirt is part of your uniform, be sure the shirt tails are tucked in the trousers. If your uniform has fasteners, use them to keep the garments closed. The first or second fasteners can be left open at the neck if this is more comfortable. Clothing material that is allowed to "flap" or is too loose can become caught on a variety of objects, including running machinery, and cause severe injuries. Keep long shirts fastened at the wrist.

4.2 Jackets/Sweaters

Supplied to the Store area only.

4.3 Footwear

All employees are issued with safety shoes, this is the only footwear permitted, with the exception of visitors, all personnel are required to wear safety footwear in all areas of the Factory.

4.4 Head Covering / Hair Restraints

If you work in or walk through areas where exposed ingredients and packaging materials, bare gum, or uncased finished product is processed or handled, you must wear approved head covering that ensures adequate hair restraint. The company provides disposable hats.

Disposable hats are required in all processing areas, as the only approved head covering.

Beards or any excessive facial hair, also must be covered with an approved beard guard.

4.5 At all times, all clothing and hair covering should be free of writing, labels or any other decoration. The only exception is company issue emblems or insignia.

4.6 So that uniforms, shoes, and other work clothes are kept clean and free of potential contamination from outside sources, all employees must change into their own clothing when leaving company property.

5.0 Personal Grooming

It is for all of us to practice good personal grooming, especially while on the job. As stated earlier, your company's reputation has been built upon the production of a Quality product. That reputation can be maintained only if we all follow these common sense guidelines:

5.1 Make-Up

Refrain from wearing heavy make-up while on the job, including false eyelashes and beauty spots.

5.2 Fingernails

Keep fingernails trimmed to a reasonable length and free of any coatings, polishes or false fingernails.

5.3 Hair Accessories

Exposed combs, clips, hairpins, curlers or other decorative hair accessories are not allowed to be worn in the factory.

5.4 Jewellery

Jewellery is not allowed in the factory. The only exception is a plain ring with no stones.

5.5 Personal Hygiene

If you work in an area where you are required to be close to bare gum, it is especially important that you do not have scented perfume, cologne, hand lotion, cream, or after shave lotion on your hands. The use of these products could have an adverse effect on the flavour and therefore the quality of the gum.

Be sure you always wash your hands anytime you enter, leave or return to your work place, or when your hands become soiled or contaminated, particularly after comfort breaks.

If you are ill, or have any open or infected skin lesions or wounds, or any abnormal source of possible contamination to the product, you must report the condition to your Supervisor. Any employee with such a condition may not work in a position where there is a possibility of coming into contact with any food, food-contact surfaces, or food packaging materials.

6.0 Personal Effects

- 6.1 You are allowed to bring the following personal effect items with you into the factory areas. Remember that you may bring in **ONLY** these items:
 - 6.1.1. Handkerchief or tissues.
 - 6.1.2. Your locker key and wallet or change purse.
 - 6.1.3. A plain ring containing no stones.
 - 6.1.4. Tobacco products in a properly secured container with lighter.
 - 6.1.5. A pen, with a pocket clip supplied by your Supervisor if your job requires its use. Preferably this should be attached to a workstation.
 - 6.1.6. Eyeglasses with safety glass or plastic lenses, or safety glasses with a case containing a pocket clip.
 - 6.1.7. Hearing protectors provided by the company if you work in a high-noise area.
- 6.2 Loose items such as change purses, cigarettes must be stored in personal lockers and only removed during breaks. These items must be replaced before returning to your workstation.
- 6.3 Although you are allowed to bring tobacco into the factory areas, their use is not permitted in processing areas, and is only permitted in areas approved by the Factory Manager.

7.0 Experience Suggests that There Are Certain Specific Points that Should be Covered to Ensure There is No Misunderstanding.

7.1 Food Items

Eating and drinking and gum chewing are not permitted in the processing areas, and are only permitted in areas approved by the Factory Manager. There is one specific exception for Wrapping Machine Operators. Operators are required to chew a piece of gum from each new load delivered by the gum supply person to their machine, to decide if the correct flavour has been delivered. After the determination has been made, the chewed piece must be disposed of in the proper waste container.

Eating, drinks etc. is only permitted in the Canteen - not in amenities.

7.2 Glass Containers

Glass containers are a safety and contamination hazard. They are not permitted in the factory or locker rooms at any time. Plastic containers should be used for lotions, deodorants, cosmetics or medications that you store in your locker.

7.3 Medication

No medication is permitted in the factory areas, any medications are to be stored in lockers. Supervisors are to be informed of any medication you are taking that may affect your performance.

7.4 Alcohol and Drugs

We are all expected to report to work and perform our duties for the duration of our shift in an alert state of mind. The possession or consumption of alcoholic beverages or illegal drugs on company property is

strictly prohibited. Violation of this can result in disciplinary action up to and including immediate discharge. (Refer to Alcohol & Other Drugs in the Workplace Policy).

7.5 Personal Responsibility

Each employee has a personal responsibility in maintaining the quality and wholesomeness of our products. You are expected to abide by these guidelines daily and your Supervisor is required to ensure that they are followed at all times. If you have questions or concerns about these guidelines on what is allowable or not allowable, please ask your Supervisor.

7.6 Factory Guests

All visitors and guests are to be informed of Wrigley Company policy for clothing, personal grooming and personal effects before entering processing areas. It is the responsibility of the Wrigley Employee accompanying the visitor to see that they follow the policy.

QA MANAGER

FACTORY MANAGER

APPENDIX D

CONFIDENTIAL AGREEMENT

The Wrigley Company Pty. Limited (hereinafter referred to as the Company) and agree that in consideration of your employment or the continuation of your employment by the Company, you agree to the terms of this Agreement. This agreement is designed to protect only information products and processes specific to the company, and every section of this document should be understood in the light of this intent. During the course of your employment, you may be given or have access to some of the Company's confidential, proprietary or trade secret information (hereinafter *Confidential Information*). This Confidential information is outlined in items (a) to (g):

- (a) Any manufacturing processes, methods and procedures, including but not limited to Ingredients and formulas;
- (b) Any specifications, descriptions, designs, dimensions, plans, blueprints, drawings or tolerances of equipment or related parts or components;
- (c) Any computer programs and the data, ideas, systems and methods of operation contained in such programs;
- (d) Any information concerning or resulting from the Company's research and development work;
- (e) Any information concerning the Company's management, financial condition, financial operations, purchasing activities, sales activities, marketing activities, corporate development activities, legal activities and business plans;
- (f) Any information acquired or compiled by the Company concerning actual or potential customers which is kept in secret or confidential by the Company;
- (g) All other types and categories of information (in whatever form) with respect to which you know or have reason to expect that the Company intends or expects secrecy to be maintained.

During your employment and after your employment ends, you and the Company agree that you will not, unless authorised in writing by the Company, disclose to anyone not in the employ, or acting as agent of, the Company any of the Company's Confidential Information, nor use such Confidential Information for any purpose other than in your work for the Company.

At the Company's request at any time, you shall deliver to it all notes, records, plans, abstracts, sketches, laboratory notebooks or other materials and paper of every kind relating to the Company's Confidential Information.

You may from time to time have access to specified information which has been licensed or otherwise disclosed to the Company by third parties under license or confidential disclosure agreements which contain restrictions on the use or disclosure of such information. You agree to abide by the use and/or disclosure restrictions contained in such agreements.

You and the Company agree that every invention, development and improvement relevant to the Company's business (whether patentable or not) made by you in the course of, or as a result of, your employment with the Company, or with skills or knowledge acquired in the course of your employment with the Company, whether made alone or with others, or otherwise at the request of the Company, shall be the sole property of the Company. You agree to promptly and fully disclose to the Company all material relating to any such invention and/or development, and if requested, will, without further consideration, execute all applications, assignments and other documents that might establish, protect or support the Company's rights under any such invention and/or development in the United States or elsewhere.

You and the Company agree that every speech and/or presentation given by you, and every written article, manual or other material written by you which uses the Company name, identifies you as a representative, employee or as being associated with the Company in any manner which addresses Company practices, policies, business or other Company matters (excluding trade union matters) becomes the sole property of the Company. You agree to obtain prior approval of the Company before giving any such presentation and/or speech, or before preparing any such article, manual or written material. You agree to promptly and fully disclose to the Company all material relating to any such presentation, speech, article, manual or other written material and, if requested, will, without further consideration, execute all applications, assignments and other documents that might establish, protect or support the Company's rights to any of the above in the United States or elsewhere.

In the event of action being considered in relation to alleged breaches of this "Confidential Agreement" the following procedure will be adopted.

1. The employee will have the right to be accompanied by a nominated witness (shop steward - where the employee is a union member) when interviewed on the matter.
2. No employee shall be dismissed for alleged breaches of the "Confidential Agreement" until an opportunity has been provided for the employee to nominate a third party to discuss the matter with themselves and the Company. Where the employee is a union member the relevant union representative will have the opportunity to interview both the member and the Company representatives.
3. If agreement cannot be reached in steps 1 and 2 then the matter will be referred to an agreed third party for conciliation eg: (The Australian Industrial Relations Commission being an appropriate venue, especially where the employee is a union member).

If any provision of this Agreement is declared invalid or unenforceable, it shall be deemed deleted and all remaining provisions shall remain in effect.

Date:

Employee Signature:

Date:

By:
The Wrigley Company Pty. Limited

APPENDIX E

Notification of Unsatisfactory

Performance/Attendance

Name:

Date:

After consultation between yourself, your Supervisor and your Department Manager, it is considered that your performance/attendance is unsatisfactory in that

Your Supervisor has already given you a verbal warning about this situation.

This note confirms that this matter has been discussed with you and you have been given your warning.

Any further continuation/recurrence of the preceding pattern of behaviour/attendance for a period of up to and including could result in

Factory Manager

Department Manager

Supervisor

I have been given a copy of this document and the contents have been explained to me.

Signed
(without prejudice)

APPENDIX F

THE WRIGLEY COMPANY PTY LIMITED

Policies and Procedures

CODE OF CONDUCT

PURPOSE

The purpose of this Code of Conduct is twofold: first to provide clear definitions of the essential attributes for our business relationships, and second to provide you with guidelines by which you can conduct your daily tasks. The Code of Conduct cannot cover every situation that could occur. It is designed only to give you a frame of reference or baseline against which to gauge your activities.

APPLICABILITY

The Code of Conduct applies to all directors, officers and employees of the Wrigley Company and all of its domestic and international associated companies and operations.

RESPONSIBILITIES

The Wrigley Company's overall compliance program, of which this Code of Conduct is a key element, reflects the joint responsibility of the Company and each employee to comply with the laws that govern the Company's activities all over the world and to follow Company practices.

Managers are responsible for assuring that the provisions of this Code of Conduct are clearly understood by everybody in their respective areas and for ensuring compliance.

Each Wrigley employee has the responsibility to follow both the spirit and the letter of these provisions and to take the initiative to seek help or clarification to avoid violations of the Code or the law.

In addition, each employee has the obligation, without any fear of retribution, to report any known or suspected violations to any of the following individuals: an internal auditor, the Chief Financial Officer, the Corporate Secretary, the Company's internal legal counsel or the Chairman of the Audit Committee of the Board of Directors. Once reported, there is an obligation to fully investigate the incident and take appropriate action. A

report can be in any form, including anonymous. All communications will be protected within the boundaries of the law.

Annually, officers, managers and other key employees will be asked to certify that they understand and have complied with the provisions of the Principles of Business Conduct and Company policies. Some will also be asked annually to certify they are not aware of any violations of the accounting provisions of the Foreign Corrupt Practices Act.

POLICY

All employees of The Wrigley Company Pty Limited are required to observe high standards of ethics, integrity and behaviour during the course of their employment. The minimum standard required of employees is to demonstrate the following at all times:

- compliance with all Company policies, procedures, rules, regulations and contracts;
- compliance with all reasonable and legal instructions of managers;
- to be honest and fair in dealings with customers, clients, co-workers, company management and the general public;
- to maintain punctuality;
- to observe health and safety rules;
- to respect the company's ownership of all company funds, equipment, supplies, books, records and property;
- to maintain during employment with the company, and after the termination of employment, the confidentiality of any confidential information, records or other materials acquired during the course of employment;
- while employed, to not accept any employment with another organisation that is a supplier or competitor of Wrigley's, or any other employment that is in conflict with Wrigley's.
- to dress in an appropriate manner and to ensure that appearance is presentable, clean, neat and tidy;
- to not make any unauthorised statements to the media about the company's business;
- no fighting in the workplace;
- no sexual or other unlawful harassment in the workplace;
- no drugs or alcohol in the workplace.

Breaches of the Code of Conduct will be dealt with in accordance with the Discipline Policy.

APPENDIX G

EQUAL EMPLOYMENT OPPORTUNITY POLICY of The Wrigley Company Pty. Limited

Subject:	Equal Employment	Date of Issue:	January 1998
Distribution:	All Associates	Date Effective:	January 1998
To be Reviewed:		Date Replaces:	

A. DEFINITIONS

1. What is Equal Employment Opportunity (EEO)

EEO is about giving all employees a fair go. It means there is no discrimination or harassment happening in the workplace. It also means that employees know that they are valued for who they are and the work they do and that irrelevant attributes such as their sex, race, etc. will not come into play when decisions relating to their employment are made. The EEO Laws are a range of laws that seek to ensure this happens.

What grounds are covered under EEO laws throughout Australia?

It is unlawful to discriminate in employment or in providing a service on a wide range of grounds including:

sex (including pregnancy)

marital status

disability (including HIV/AIDS status)

race, colour, national extraction, social origin, descent and ethnic, ethno-religious or national origin

age, (including compulsory retirement)

homosexuality (male or female, actual or presumed)

transgender status (actual or presumed)

2. What is workplace harassment?

Workplace harassment is any type of unwelcome behaviour which offends, humiliates or intimidates another person. While the most common form of workplace harassment is sexual harassment, harassment on other grounds is also unlawful.

3. What is Affirmative Action?

Affirmative Action means taking pro-active steps towards the removal of discrimination against women in the workplace so that they enjoy the same employment opportunities as men.

4. Contact Officers

Are nominated employees who are the first point of contact if you wish to make a formal complaint in relation to sexual harassment or another type of unlawful harassment. The Contact Officers provide information, advice, assistance and support to the complainant.

5. Personnel Officer

The Personnel Officer is a member of the personnel team reporting to the Personnel Manager and has the responsibility for ensuring effective implementation of the Company's workplace equity program in the role of EEO/Affirmative Action Officer.

6. The Anti-discrimination Board of NSW (or appropriate similar body in other states) is the State mechanism for investigating and conciliating complaints of discrimination harassment and vilification. The Board also makes recommendations to the government about amendments to anti-discrimination law and provides an education service to employers and service providers.

7. Human Rights and Equal Opportunity Commission

Is the Federal government agency for investigating and conciliating complaints of discrimination, harassment and vilification for Commonwealth Departments as well as state matters. Main concerns are sex, race and disability.

B. POLICY STATEMENT

The Wrigley Company Pty. Limited employs the most capable people available to fill job openings, regardless of race, religion, sex, colour, age, marital status, disability or other incidental factors which are irrelevant to skills and abilities. Harassment of any kind in the workplace will not be tolerated.

COMMENT

We believe people do their best working free of tensions created by racial, ethnic, sexist, religious, age-based or any other type of offensive remarks or animosity. Any employee affected by any type of verbal, physical or mental harassing conduct is urged to notify a supervisor, your EEO/Affirmative Action Officer or a Contact Officer. The Company will investigate all claims of harassment and take prompt, appropriate action. All claims of harassment will be held in strict confidence. It should be noted that these principles apply equally to our customers, clients and visitors.

C. RESPONSIBILITIES

Who is responsible?

All employees have a role to play in implementing EEO and a responsibility for treating each other fairly and with respect.

Managers' and Supervisors' roles

Managers and supervisors have a leadership role in demonstrating acceptable workplace behaviour. They are responsible for ensuring the workplace is free of harassment by actively promoting the Company's EEO policy and taking appropriate action whenever they become aware of any form of harassment at work.

Employees' role

Each employee must ensure that they do not discriminate against or harass other employees, customers or clients. Employees should be aware that they can be personally held legally responsible for their unlawful acts. Employees who aid, abet or encourage others to discriminate or harass can also be held legally liable. Any improper behaviour observed should be reported to a Manager, Supervisor or Contact Officer.

D. PROCEDURES

What to do if you consider you have been discriminated against or harassed?

Tell the person that their behaviour is unacceptable and that it must stop. (Although it is important to do this, it should be noted that failing to do so, due to perhaps a feeling of discomfort, does not invalidate a claim).

Report the behaviour or incident to your supervisor, EEO/Affirmative Action Officer or a Contact Officer.

You may wish at any stage to lodge a grievance under the Company's Grievance Procedure.

If you are not satisfied with the manner in which your complaint is being dealt with by the Company, you have the right to take it to an external agency, such as the Anti-discrimination Board or the Human Rights and Equal Opportunity Commission or the relevant union.

It is important that you keep your complaint confidential to avoid any gossip.

What will the Company do?

If you make a complaint it will be taken very seriously and will be dealt with sympathetically and in a confidential manner. The complaint will be investigated and, if found to be proved, appropriate disciplinary action will be taken against those involved.

You will not be victimised or treated unfairly for making a complaint. The Personnel Manager must be informed of all harassment/discrimination issues.

To ensure that the Company's EEO policy is properly implemented, the Personnel Officer has been appointed the Company's EEO/Affirmative Action Officer and is responsible for the following:

the education and training of all Associates on EEO issues;

liaising with management about EEO issues;

administering the Company's affirmative Action Program

More Information

If you need any more information about workplace discrimination or harassment, the following people can help you:

Your Department Supervisor/Manager

The EEO/Affirmative Action Officer

Contact Officer

The name and location of each contact officer will be displayed throughout the Asquith site and at interstate locations. These lists will be updated as necessary.

A.A. O'Donnell
Managing Director