

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/297

TITLE: **The Wrigley Company Pty Limited Manufacturing Stream Enterprise Agreement 2005-2007**

I.R.C. NO: IRC5/4079

DATE APPROVED/COMMENCEMENT: 17 August 2005 / 17 August 2005

TERM: 19

NEW AGREEMENT OR VARIATION: Replaces EA99/10.

GAZETTAL REFERENCE: 4 November 2005

DATE TERMINATED:

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COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by The Wrigley Company Pty Limited, engaged in all manufacturing activities conducted by the company operating from the Asquith premises, who fall within the coverage of the Confectioners (State) Award.

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

THE WRIGLEY COMPANY PTY. LIMITED MANUFACTURING STREAM ENTERPRISE AGREEMENT 2005 - 2007

Index

Title Page

Index

Alphabetical Index

Clause No. Subject Matter

1. Title, Parties and Persons Bound
2. Spirit of the Agreement
3. Period of Operation
4. Coverage
 - 4.1 New Associates
5. Definitions
6. Contract of Employment
7. Duress
8. Wage Adjustments and Increases
9. Payment of Wages
10. Operational Flexibility
11. Hours Of Work
 - 11.1 Weekend Shifts
 - 11.2 Rostered Day Off (RDO's)
 - 11.3 Meal Breaks
 - 11.4 Rest Breaks
 - 11.5 Wash-up Time
12. Overtime
 - 12.1 Dayshift Associates
 - 12.2 Associates Working Shifts
 - 12.3 Associates Working Weekend Shifts
 - 12.4 Rest Periods
 - 12.5 Crib Time
 - 12.6 Meal Allowance
 - 12.7 Call In
 - 12.8 Time Off for Overtime Worked
 - 12.9 Reporting For Duty - Minimum Payment
 - 12.10 Notes
13. Public Holiday
 - 13.1 12 Hour Shifts
 - 13.2 Picnic Day
 - 13.3 Absence before/after PH or Picnic Day
14. Allowances
 - 14.1 Shift Work
 - 14.2 Leading Hand
 - 14.3 Supervisory
 - 14.4 First Aid
 - 14.5 Higher Duties
15. Review of Performance Appraisal & Job Evaluation
16. Leave
 - 16.1 Annual Leave (Including Gratuity Leave)
 - 16.2 Annual Leave Loading
 - 16.3 Long Service Leave
 - 16.4 Sick Leave
 - 16.5 Bereavement Leave
 - 16.6 Compassionate/Discretionary/Family
 - 16.7 Parental Leave

- 16.8 Jury Duty Leave
- 16.9 Reserve Forces Leave
- 16.1 Emergency Services
- 16.11 Natural Disaster Leave
- 17. Training/Education
 - 17.1 Multi-skilling
- 18. Grievance Procedure
- 19. Disciplinary Procedure
- 20. Trade Union Membership
- 21. Trade Union Business
 - 21.1 Trade Union Training Leave
- 22. Occupational Superannuation
- 23. Performance of Required Duties
- 24. Company Policies and Procedures
- 25. Equal Opportunity and Anti Discrimination
- 26. Safety
 - 26.1 Safety Policy
 - 26.2 Safety Equipment
 - 26.3 Workers Compensation
- 27. Leave Reserved
- 28. Consultative Committee
- 29. Agreement to be Displayed
- 30. Signatories
- 31. Appendices

APPENDIX A. - Job Classifications & Wage Ranges

Situations Affecting Associates Rate of Pay

Personal Grooming, Hygiene & Personal

APPENDIX B. - Effects Procedure Confidential Agreement

APPENDIX C. - Notification of Unsatisfactory

APPENDIX D. - Performance/Attendance

APPENDIX E. - Code of Conduct

APPENDIX F. - Health Fund Cash Out Process

ALPHABETICAL INDEX

Agreement to be Displayed
 Allowances
 Annual Leave Loading
 Annual Leave (Including Gratuity Leave)
 Appendices
 Associates Working Shifts (Overtime)
 Associates Working Weekend Shift (Overtime)
 Bereavement Leave
 Call In
 Code of Conduct
 Company Policies and Procedures
 Company Sick Pay Plan
 Compassionate/Discretionary/Family Leave
 Confidential Agreement
 Consultative Committee
 Contract of Employment
 Coverage
 Crib Time
 Dayshift Associates (Overtime)
 Definitions
 Disciplinary Procedure
 Duress
 Emergency Services

Equal Opportunity and Anti Discrimination
First Aid
Grievance Procedure
Health Fund Cash Out Process
Higher Duties
Hours of Work
Job Levels & Wage Ranges -
April 2005 & April 2006
Jury Duty
Leading Hand
Leave
Long Service Leave
Meal Allowance
Meal Breaks
Multi-skilling
Mutual Agreement
New Associates
Notification of Unsatisfactory Performance/Attendance
Occupational Superannuation
Operational Flexibility
Overtime
Overtime - Notes
Parental Leave
Payment of Wages
Performance of Required Duties
Performance Review
Period of Operation
Personal Grooming, Hygiene & Personal Effects Procedure
Picnic Day
Public Holiday
Rostered Day Off (RDO's)
Reporting For Duty - Minimum Payment
Reserve Forces Leave
Rest Breaks
Rest Periods after Overtime
Safety
Safety Equipment
Safety Policy
Shift Allowance
Shift Work
Sick Leave
Signatories
Spirit of the Agreement
Supervisory Allowance
Time Off In Respect Of Overtime Worked
Title, Parties and Persons Bound
Trade Union Membership
Training/Education
Wages
Wash-up Time
Weekend Shifts
Workers Compensation

1. Title, Parties & Persons Bound

This agreement is known as the Wrigley Company Pty. Limited (Manufacturing Stream) Enterprise Agreement 2005.

5 (1) The parties to this Agreement are -

- (a) The Company; and
- (b) The AFMEPKIU

5 (2) This Agreement binds -

- (a) The Company; and
- (b) The AFMEPKIU; and
- (c) All current and future employees of the Company who are either members or are eligible for membership of the Union and are employed by the Company within its manufacturing facility.

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 Single Bargaining Unit (SBU) representing all Manufacturing 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. 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 approval by the Industrial Relations Commission of NSW and shall remain in force until 31st March 2007. 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. It will be necessary for a ballot to be held of all those covered by the Agreement to approve the decision to terminate.

4. Coverage

This Agreement relates to all Manufacturing 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.

Confectioners (State) Award

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 Manufacturing Streams 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.

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.

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

SBU: The duly elected representatives of the Manufacturing 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 i.e.: either a Saturday or a Sunday.

6. Contract of Employment

The terms and conditions of employment of all 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 the Company in accordance with prevailing law. Employment may be lawfully terminated by the Associate giving 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 community standards.

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 the ordinary weekly rate by 38. Casual Associates will be paid a loading to compensate for sick leave and public holidays. This loading will be 25%.

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: May also be termed "fixed term contract" 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

7. No Duress

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

8. Wage Adjustments and Increases

- (1) From the date of approval of this Agreement, wage adjustments and increases shall be those which follow:

(a) From the beginning of the first full pay period which commenced on or after 1 April 2005, there shall be a wages adjustment, which shall be calculated by increasing by 5% each employee's ordinary time rate of pay existing immediately prior to the said pay period.

(b) From the beginning of the first full pay period to commence on or after 1 April 2006, there shall be a wages increase which shall be calculated by increasing by 4.5% each employee's ordinary time rate of pay existing immediately prior to the said pay period.

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 (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 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 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.

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.

- a. 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. Note 12 hours are considered ordinary hours for employees who have negotiated or been employed on twelve hour shift rosters. As such their working week will average 38 hours over a four week period, not exceeding 44 hours in any one week.
- b. 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 may be provided at Section 11a. above).

By mutual agreement Associates may work non-consecutive days to complete a 4 day working week.

- c. 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.

- d. 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 Factory 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 a 5 minute wash-up time at the end of each shift. Associates employed under twelve hour shift arrangements are not entitled to wash up time.

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 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 (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 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 (i.e.: 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 \$9.10 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 \$9.10 will be paid. These payments will be made in addition to relevant overtime rates.

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 maybe 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

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

13.1 Public Holidays for 12 hour shifts

It is expected that where an employee is rostered on to work on a public holiday but is not required to work they will be paid 12 hours at single time and where a team member is rostered off on a public holiday they will be paid 12 hours at single time. Where it is not practical to do this, a day off in lieu of a public holiday will be agreed between the employee and the Team Leader

13.2 Picnic Day

Associates who are permanent employees on the scheduled day will be entitled to a Picnic Day. From 1 January 2006 Associates will take the picnic day on their birthday. In the event that their birthday falls on a weekend that they are not scheduled to work or on their Rostered Day off the Associate will nominate an alternate day not more than two weeks from their birthday. Associates will also be required to give two weeks notice to their Team Leader, of their intention to take their 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.

13.3 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 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%

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.

14.5.1 Leading Hand

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.

15. Review of the Performance Appraisal System and Job Evaluation

In the previous EBA, The Parties agreed that the Performance appraisal system cease to operate for a period of time to enable improvements to be made.

The system was to be reviewed within the following guidelines:

The review shall be conducted in a structured and collaborative manner. To this end, a timetable for the review shall be established and any necessary training shall be provided.

A committee shall conduct the review. That committee shall consist of 4 representatives elected from and by the Manufacturing Stream and 4 representatives elected from and by the Supervisory/Management group. The 4 representatives from the Supervisory/Management group shall include 1 representative from the Company's Personnel department.

From time to time during the course of the review, input and contributions may be sought from other persons employed, either within or outside the Company.

Information regarding the review shall be conveyed throughout each department of the Company, so to ensure that the issues are understood and that there is maximum opportunity for feedback to the review committee.

The Parties acknowledge that the wages adjustment effective from the first full pay period which commenced on or after 1 April 1998, includes an amount of 1.0% which represents compensation for the suspension of the system of performance appraisal.

In the event that the review is incomplete within a 12 month period from the date of registration of this Agreement, the Parties agree to continue their discussions with a view to settling the matters of the appraisal system and job evaluation.

Having completed such review with the consultation of all employees it is the Company's intention to reintroduce an Employee Review process back into the Manufacturing Stream during the term of this agreement.

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 i.e.: 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 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.

B. Company Sick Pay Plan

Sick Leave in excess of the above entitlements will be available, subject to Factory Manager approval in accordance with the following Schedule.

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.

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

It is the Company's intention to investigate the possibility of paid parental leave within the Company. If paid parental leave is approved by the Company it is the intention that any paid parental leave within the guidelines of the policy will also apply to the Manufacturing Stream Associates from the time of introduction to the Company as a whole.

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

16.10 Emergency Services

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

16.11 Natural Disaster Leave

In the event that an area is declared a natural disaster area or a state of emergency is declared in a particular area by the NSW or Federal government in an area that affects an Associate within the Manufacturing Stream, the Company will allow the affected Associate/s natural disaster leave.

Under this leave arrangement an Associate can take up to 76 hours leave in a rolling twelve month period for the purposes of protection or repair of their home due to a natural disaster or state of emergency. Time taken under this leave must be repaid by either working a minimum of one extra shift per calendar month, or by deducting from the Associate annual leave accrual. A combination of either method is also acceptable.

Associates agree that any outstanding leave of this type may be deducted from their final pay should they leave prior to repaying any natural disaster leave taken.

In instances where one day only is required for the abovementioned purposes Associates will agree to cover this through a change of RDO rather than taking Natural Disaster leave.

In the above mentioned situations sick leave may not be used nor may it be used to repay outstanding natural disaster leave balances.

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.

Operations Managers, through Supervisors, will be responsible for 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.

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. The Associate may at any time during this process have access to their Union Delegate or a person of their choice.

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 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 Personnel Manager 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 the Personnel Manager 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 Operations Manager.

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 Industrial Relations Commission of NSW in accordance with the *Industrial Relations Act 1996*.

The Personnel Department is available to provide assistance to the parties throughout the whole process.

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. The Associate may at any time during this process have access to their Union Delegate or a person of their choice.

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 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 Operations 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 Personnel Department to assist in the matter, but in any case the Personnel 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 Personnel 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 (without prejudice).

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. Trade Union Business

- a) 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.
- b) 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.
- c) 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.
- d) The Union Delegates shall have access to the facilities necessary to undertake their jobs as Union delegates.

21.1 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 three 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.

22. 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 9% of each Associate's base rate of pay (plus all purpose allowances where appropriate) are credited to the Associate's Superannuation Account. For employees commencing with the Company prior to August 2002 the company will contribute a further 3% to the Associates Superannuation Account.

For employees who have reached 65 years of age, the Company will comply with relevant legislation in relation to their Superannuation contributions.

23. 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.

24. 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	APPENDIX B
Confidential Agreement	APPENDIX C
Code of Conduct	APPENDIX E
Health Fund Cash Out Process	APPENDIX F

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

25. Equal Opportunity & 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.

26. Safety

26.1 Safety Policy

It is the policy of the Company to provide every Associate with a safe and healthy 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 healthy 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.

26.2 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.

26.3 Workers Compensation

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

27. Mutual Agreement

In cases where mutual agreement is unable to be achieved in the first instance, the following process will apply:

- (a) The company shall provide in writing to the employees concerned, and to the Branch Secretary of the Union, the reasons for introducing the proposed change and all other relevant information.
- (b) A meeting of the parties to this Agreement shall be convened as a matter of urgency to discuss the issue with a view to resolving the matter in an expedient manner.

28. 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 which may affect the efficiency of the workplace.

29. Agreement to be Displayed

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

30. Signatories

Executed As An Enterprise Agreement In New South Wales On The 16th Day Of June 2005

SIGNED AND SEALED

BY

For and on behalf of

The Wrigley Company Pty Ltd)

(Inc. in NSW))

(A.B.N. 85 000 008 560))

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)

(Food & Confectionery Division))

Signature & Title

Signature & Title

31. Appendices

- A. Job Levels & Wage Ranges
- B. Personal Grooming, Hygiene & Personal Effects Procedure
- C. Confidential Agreement
- D. Notification of Unsatisfactory Performance/Attendance
- E. Code of Conduct
- F. Health Fund Cash Out Process

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)

MANUFACTURING STREAM

Effective from 1 April, 2005

LEVEL	JOB TITLE	MINIMUM RANGE (95%) Per Fortnight/Per Hour	SHOP RATE Per Fortnight/Per Hour
3	Sheeting Machine Operator Dumoulin Coater Mixing Operator Materials Handler Recycling Coordinator	1479.32 19.47	1557.18 20.49
2	Sealing Room Operator Wrapping Machine Operator Warehouse Storeperson	1396.68 18.38	1470.19 19.35
1	General Hand Trimmer/Salvage Operator	1344.81 17.70	1415.59 18.63

JOB LEVELS & WAGE RANGES

(Per Fortnight & Per Hour)

MANUFACTURING STREAM

Effective from 1 April 2006

LEVEL	JOB TITLE	MINIMUM RANGE (95%) Per Fortnight/Per Hour	SHOP RATE Per Fortnight/Per Hour
3	Sheeting Machine Operator Dumoulin Coater Mixing Operator Materials Handler Recycling Coordinator	1545.89 20.34	1627.25 21.41

2	Sealing Room Operator	1459.53	1536.35
	Wrapping Machine Operator	19.20	20.22
	Warehouse Storeperson		
1	General Hand	1405.33	1479.29
	Trimmer/Salvage Operator	18.49	19.46

APPENDIX A

Situations Which 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 associates 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 6 months. It should be noted however that such allowances are to be reduced until completely removed

APPENDIX B

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.

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 which 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.

4.0 Clothing

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.

5.0 Personal Grooming

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 C

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.

APPENDIX D

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 performance/attendance for a period of up to and including _____ could result in _____ .

Operations 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 E

Code of Conduct

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 F

Health Fund Cash Out Process

CASH OUT OF GRAND UNITED HEALTH FUND COVERAGE

MANUFACTURING STREAM

THE WRIGLEY COMPANY PTY LIMITED (AUSTRALIA)

I, _____ wish to apply to take payment in lieu of company provided health care coverage (cashing out) currently provided by The Wrigley Company Pty Limited, Australia to me as part of my employment package.

I understand that by making this application, I fully accept the conditions listed below which are the basis on which the offer is made:

1. The offer to "cash out" my health coverage is made freely by the Associate and once taken cannot be reversed without The Wrigley Company Pty limited, Australia (The Company) approval;
2. The Company reserves the right, at any time in the future; to reverse the cash out option should this be necessary due to legal or compliance issues that The Company must abide by. This would be done by the giving of one months notice, in writing, to affected Associates;
3. The cash out of Associate health coverage will be in the form of an Allowance paid on a fortnightly basis. The payment will be commensurate with the current (as at 1 July 2005) net cost of the fund (excluding Fringe Benefits Tax) to The Company, plus marginal tax rate. Normal taxation rules will apply to the payment of the Allowance;
4. The payment of the Allowance is stand alone. That is, the Allowance will not be used for the purposes of calculating further other payments that an Associate may be entitled to eg: superannuation or overtime payments ;

5. An Associate may direct the payment of their Allowance into a superannuation fund. If an Associate chooses to do so, this payment would be treated as a voluntary contribution and all appropriate rules pertaining to voluntary contributions would apply;
6. Any increase to the allowance will be in line with EBA shop rate increases as negotiated from time to time;
7. The payment of this allowance will commence from the first day of the first full pay period in July 2005;
8. The Company is not in anyway responsible for any payments of any kind that may arise as a result of the Associates decision to "cash out" their health fund coverage;
9. The Associate accepts that by "cashing out" their health fund coverage that any matters arising from discontinuance of health fund coverage is a matter of their own personal responsibility and not in any way, that of the Company's responsibility; and
10. The Associate fully understands the conditions that forms the basis of the offer and enters freely into this arrangement.

Name (Please Print)

Department

Signature: _____

Date: _____

The Wrigley Company Pty Limited Redundancy Agreement

(the "Agreement")

December 2002

This Agreement is made between The Wrigley Company ("the Company") and those associates employed within the Engineering and Manufacturing Streams including those represented by the AMWU, and sets out the terms and conditions to be followed in the event of terminations due to redundancy at the Company's premises at Michigan Avenue, Asquith NSW 2077.

The following conditions shall apply:

1. Notification
 - a. Each employee involved shall be provided with a minimum of four (4) weeks notice of termination.
 - b. Should, for any reason, the required period of notice not be provided to an employee, payment in lieu will be made to the extent of the notice period not provided.
 - c. Where it has been mutually agreed between the company and the employee that the employee is not required to serve out all or any of the required notice period, then payment in lieu will be made to the extent of the notice period not served.
 - d. In cases where payment in lieu is to be made, such payment will be based on the employee's "base rate of pay" (as defined) plus shift allowances and all purpose allowances as applicable. For the purposes of this sub-clause the all purposes allowances referred to include those applied on a permanent basis, EG Where an associate is receiving the Leading Hand allowance.

2. Redundancy Payments and Conditions

a. Redundant employees shall receive:

(In addition to the Notice period specified above).

A one time severance payment of two (2) weeks

A service payment of four (4) weeks for each completed twelve months service with a pro rata payment for part years of service.

For employees over 45 years of age the service payments will be as follows:

Those between 45 and 54 years of age - 4.5 weeks for each year of service

Those 55 years of age or more - 5 weeks for each year of service

b. The maximum service payment shall be the equivalent of 60 weeks pay for the employee concerned.

c. Service and severance payments will be based on the employee's base rate of pay (as defined in The Wrigley Company EA), exclusive of shift allowance, but inclusive of permanent all purpose allowances EG Leading Hand allowance.

d. Payments made in relation to Sick leave, Annual Leave and Long Service Leave as set out below are additional to the payments specified within this clause.

3. Long Service Leave

Long service leave payments shall apply to employees with five (5) year or more service, based on completed years and months of service and paid at the employee's 'base rate of pay' (See LSL Act).

4. Annual Leave and Annual Leave Loading

All annual leave entitlements will be paid out at the employee's base rate of pay, together with annual leave loading of 17.5% or the relevant shift allowance whichever is the greater.

5. Sick Leave

The company shall pay out accumulated sick leave benefits as follows:-

Where an employee has a minimum of 200 hours accrued at the time of termination. The company will pay the employee the balance above 200 hours but not exceeding 500 hours, at the employees base rate of pay. (I.E. The maximum payment made in accordance with this sub-clause will be 300 hours.)

6. Transfers and Reclassification

Where an alternative position exists within the Company and is within the employee's normal field of work, an employee may be offered transfer to this position.

Employees who transfer into a different position will be treated as per Wrigley company policy (see Enterprise Agreement appendix A).

7. Alternative Employment and Other Support

i. The Company will allow an employee to take a maximum of one paid day off from work per week during the notice period of his/her redundancy for the purpose of attending interviews or other legitimate job search activities. Employees shall provide Management with reasonable advance notice of an intention to access this benefit.

- ii. In addition, the Company will provide all reasonable advice, guidance and assistance to employees facing retrenchment to ensure they are able to maximise opportunities available to them. Such assistance will include:

Notification of impending retrenchments to the local Centrelink.

General financial counselling via a registered financial/investment consultant, provided that any individual counselling is obtained privately by each employee at his or her own cost.

Guidelines relating to job interviewing, preparation of resumes and job search techniques.

The identification of appropriate providers who can assist the employee with training and skills development.

- iii. A Certificate of Service will be provided to each employee on termination stating the employee's length of service, most recent position in the Company and reason for termination.

8. Payment Practices

48 hours prior to being made redundant employees will receive an itemised statement of termination and service payments made in accordance with this Agreement.

With the exception of superannuation payments, redundant employees will receive all termination payments by way of EFT within 24 hours of termination.

- 9. Based on the acceptance of the arrangements contained in this document, it is agreed that the payments made to employees will not be offset against any Superannuation benefits.

10. Duration

This Agreement is to remain in force indefinitely, save for the provision of three months written notice by either the company or the employees of the intention to vary the Agreement.

DEFINITIONS:

All Purpose Allowances (E.A p.8)

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.

Base Rate of Pay

Refers to the amount the associate receives as payment for ordinary working time including any merit component and certain permanent allowances including Leading Hand allowance; but not including the allowances specified in section 14 where they are specifically paid for a temporary assignment or in the case of the First Aid Allowance that is specifically excluded within the Enterprise agreement.

Redundancy/Retrenchment

Refers to a declaration by the Company that a permanent employee's contract of employment is to be terminated, not on account of any personal act or default of the employee, but because, as a result of Company restructuring, the job of the employee is no longer required to be done, by anyone.

SIGNED FOR AND ON BEHALF OF THE WRIGLEY COMPANY PTY. LIMITED

SIGNED FOR AND ON BEHALF OF THE ASSOCIATES EMPLOYED WITHIN THE ENGINEERING AND MANUFACTURING STREAMS OF THE WRIGLEY COMPANY PTY. LIMITED.

