

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA02/147

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

I.R.C. NO: 2002/1542

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

TERM: 31 March 2004

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

GAZETTAL REFERENCE: 10 May 2002

DATE TERMINATED:

NUMBER OF PAGES: 35

COVERAGE/DESCRIPTION OF

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

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

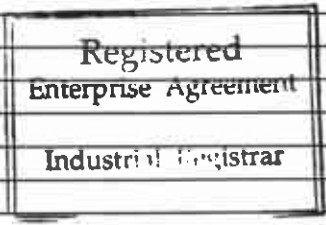
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The Wrigley Company Pty. Limited
(Engineering Stream)
Enterprise Agreement 2001

Registered
Enterprise Agreement
Industrial Registrar

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Registered
Enterprise Agreement

Industrial Registrar

1. TITLE, PARTIES & PERSONS BOUND

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

2. SPIRIT OF THE AGREEMENT

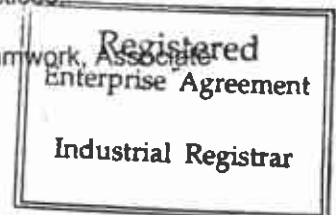
This Agreement has been reached through a consultative process involving The Wrigley Company Pty. Limited, ACN 000 008 560 and the Wrigley Engineering Stream Single Bargaining Unit, representing all Engineering personnel ("The Associates") employed by the Company. This agreement reflects and embodies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

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

3. PERIOD OF OPERATION

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

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



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

4. COVERAGE

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

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



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

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

4.1 NEW ASSOCIATES

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

5. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

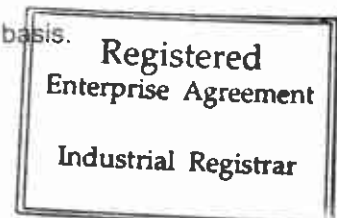
WEEKEND SHIFT The term is used in this Agreement to mean a roster of ordinary hours of work which includes at least one day of the weekend ie: either a Saturday or a Sunday.

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

6. CONTRACT OF EMPLOYMENT

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

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



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

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

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

7. **DURESS**

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

8. **WAGES**

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

New Associates

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

9. **PAYMENT OF WAGES**

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

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

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

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

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

10. **OPERATIONAL FLEXIBILITY**

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



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

11. HOURS OF WORK

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

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

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

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

11.1 WEEKEND SHIFTS

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

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

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

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

11.2 ROSTERED DAY OFF (RDO's)

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

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

11.3 MEAL BREAKS

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



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

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

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

11.4 REST BREAKS

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

11.5 WASH-UP TIME

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

12. OVERTIME

12.1 DAYSHIFT ASSOCIATES

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

12.2 ASSOCIATES WORKING SHIFTS

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

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

12.3 ASSOCIATES WORKING WEEKEND SHIFTS

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



12.4 REST PERIOD AFTER OVERTIME

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

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

12.5 CRIB TIME

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

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

12.6 MEAL ALLOWANCE

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

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

12.7 CALL-IN

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

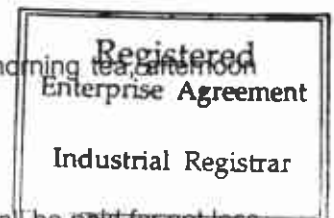
12.8 TIME OFF IN RESPECT OF OVERTIME WORKED

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

12.9 REPORTING FOR DUTY - MINIMUM PAYMENT

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

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



12.10 NOTES

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

13. PUBLIC HOLIDAYS

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

13.1 PICNIC DAY

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

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

14. ALLOWANCES

14.1 SHIFT WORK

This agreement provides for shift work on the following basis:

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

For the purpose of this Section :-

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

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

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

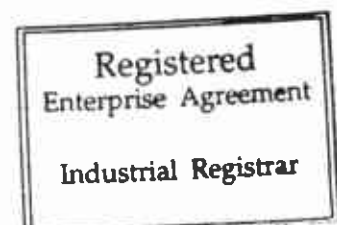
'Night Shift' means any shift whose ordinary hours start after midnight and before 4.00am or finish after midnight having shift commenced the previous day.

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

SHIFT ALLOWANCE

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

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



14.2 LEADING HAND

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

14.3 SUPERVISORY ALLOWANCE

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

14.4 FIRST AID

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

14.5 HIGHER DUTIES

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

16. LEAVE

16.1 ANNUAL LEAVE

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

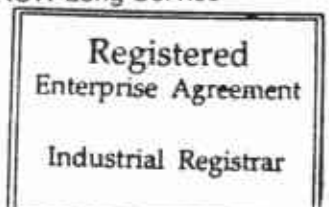
In addition, one week's additional leave will be awarded annually to all Associates on obtaining 20 years' service.

16.2 ANNUAL LEAVE LOADING

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

16.3 LONG SERVICE LEAVE

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



16.4 SICK LEAVE

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

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

A. Entitlement

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

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

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

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

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

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

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

B. Special Sick Pay Plan

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

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

LENGTH OF SERVICE

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

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

6 weeks
 10 weeks
 18 weeks
 26 weeks



16.5 BEREAVEMENT LEAVE

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

16.6 COMPASSIONATE / DISCRETIONARY / FAMILY LEAVE

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

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

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

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

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

16.7 PARENTAL LEAVE

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

16.8 JURY DUTY

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

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

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

16.9 RESERVE FORCES

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

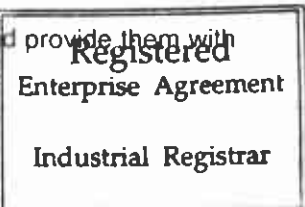
The Department Manager will authorise make-up payment to normal base rate (including shift allowance where applicable) via a Personnel Change Form.

16.10 EMERGENCY SERVICES

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

17. TRAINING / EDUCATION

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



Applications for training may be submitted by all Associates.

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

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

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

17.1 MULTI-SKILLING

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

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

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

This Section should be read in conjunction with Section 22.

18. GRIEVANCE PROCEDURE

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

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

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

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

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

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

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

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

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

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

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

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

19. DISCIPLINARY PROCEDURE

AIM

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

PROCEDURE

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

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

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

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

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

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

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

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

20. TRADE UNION MEMBERSHIP

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

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

21. OCCUPATIONAL SUPERANNUATION

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

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

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

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

22. PERFORMANCE OF REQUIRED DUTIES

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

23. COMPANY POLICIES AND PROCEDURES

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

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

APPENDIX B
APPENDIX C
APPENDIX E
APPENDIX F



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

24. EQUAL OPPORTUNITY AND ANTI-DISCRIMINATION

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

25. SAFETY

25.1 SAFETY POLICY

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

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

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

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

25.2 SAFETY EQUIPMENT

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

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

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

25.3 WORKERS COMPENSATION

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

26. CONTRACT LABOUR

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

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

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

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



27. LEAVE RESERVED

It is agreed that during the term of this Agreement, the following issues will be discussed by the Parties:

- Flexibility in relation to changes of Shift.

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

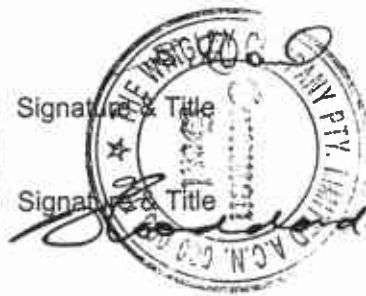
24 DAY OF *August* 2001

SIGNED AND SEALED BY

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

) Signature & Title *Director - Administration*

) Signature & Title *Company Secretary*



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 *M. Haber Acting Assistant State Secretary*

) 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. 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

Wage Increases during the life of this Agreement

- A 4% Wage increase was paid to the associates employed within the Engineering Stream with effect from April 2, 2001.
- A new Shop rate was established for each classification with effect from May 14, 2001. This shop rate was set by adding 5% to the midpoint of the relevant range in force at April, 2000. (These ranges are set out in Appendix A of the Enterprise agreement of 1998, Page 38.)
- All associates with a lesser rate of pay [other than those still within their probationary period] had their rate of pay increased to the shop rate with effect from May 14, 2001.
- Associates whose rate of pay was already at or above the newly established shop rate received an additional adjustment with effect from May 14, 2001, as required, to ensure their pay increase for 2001 at least equaled 4% of the new Shop rate.
- From the first pay period on or after April 1, 2002 all Associates (other than those in their probationary period) will receive an increase of 4% calculated on the Shop rate that came into effect from May 14, 2001.
- From the first pay period on or after April 1, 2003 all Associates (other than those in their probationary period) will receive an increase of 3% of the shop rate set in April, 2002. Prior to this increase the Management representatives and the representatives from the engineering stream will consult in relation to a review of marketplace data to determine if an increase greater than 3% is required to keep rates competitive.



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

Effective from 14th May, 2001

JOB TITLE	STARTING RATE Per Fortnight / Per Hour	SHOP RATE Per Fortnight / Per Hour
Electrician Special Class	1579.50 20.7825	1662.62 21.8766
Maintenance HVAC Fitter	1486.10 19.5539	1564.30 20.5828
Fitter / Boiler Attendant	1462.40 19.2421	1539.40 20.2552
Wrapping Machine Mechanic	1454.30 19.1355	1530.80 20.1421
Electrician	1435.92 18.8937	1511.50 19.8881
Fitter / Machinist	1415.30 18.6224	1489.80 19.6026
Painter (Trades)	1379.63 18.1530	1452.24 19.1084
Plant Operator	1275.96 16.7889	1343.12 17.6726
Maintenance Storeman	1194.34 15.7150	1257.20 16.5421
Maintenance Handyman	1179.90 15.5250	1242.00 16.3421

JUNIOR RATES

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

Apprenticed Juniors	
First Year	42%
2nd Year	55%
3rd Year	75%
4th Year	88%

<p>Registered Enterprise Agreement Industrial Registrar</p>

APPENDIX A

JOB LEVELS & WAGE RANGES

(Per Fortnight & Per Hour)

ENGINEERING STREAM

4% Increase first pay period on or after 1 April 2002

JOB TITLE	STARTING RATE Per Fortnight / Per Hour	SHOP RATE Per Fortnight / Per Hour
Electrician Special Class	1642.66 21.6140	1729.12 22.7516
Maintenance HVAC Fitter	1545.60 20.3362	1626.90 21.4066
Fitter / Boiler Attendant	1521.00 20.0132	1601.00 21.0654
Wrapping Machine Mechanic	1512.43 19.9003	1592.03 20.9478
Electrician	1493.40 19.6500	1572.00 20.6842
Fitter/Machinist	1471.93 19.3675	1549.40 20.3868
Painter (Trades)	1434.81 18.8790	1510.33 19.8728
Plant Operator	1327.00 17.4605	1396.84 18.3795
Maintenance Storeman	1242.13 16.3438	1307.50 17.2039
Maintenance Handyman	1227.12 16.1463	1291.70 16.9960

JUNIOR RATES

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

Apprenticed Juniors	
First Year	42%
2nd Year	55%
3rd Year	75%
4th Year	88%



APPENDIX A

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

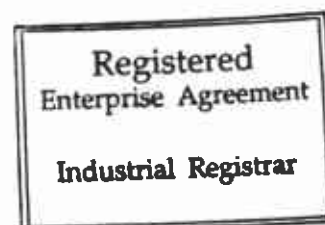
3% Increase first pay period on or after 1 April 2003

JOB TITLE	STARTING RATE Per Fortnight / Per Hour	SHOP RATE Per Fortnight / Per Hour
Electrician Special Class	1691.95 22.2625	1781.00 23.4342
Maintenance HVAC Fitter	1591.92 20.9463	1675.71 22.0488
Fitter / Boiler Attendant	1566.60 20.6132	1649.03 21.6978
Wrapping Machine Mechanic	1557.81 20.4974	1639.80 21.5763
Electrician	1538.24 20.2400	1619.20 21.3053
Fitter / Machinist	1516.11 19.9488	1595.90 20.9987
Painter (Trades)	1477.86 19.4455	1555.64 20.4689
Plant Operator	1366.81 17.9843	1438.75 18.9309
Maintenance Storeman	1279.40 16.8342	1346.73 17.7201
Maintenance Handyman	1263.98 16.6313	1330.50 17.5066

JUNIOR RATES

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

Apprenticed Juniors	
First Year	42%
2nd Year	55%
3rd Year	75%
4th Year	88%



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.*

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.

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.

Registered
Enterprise Agreement
Industrial Registrar

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.

4.5 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.

Principles of Business Conduct

The following Principles apply to the Wm. Wrigley Jr. Company and all of its domestic and international associated companies and operations.

1. Every Wrigley employee has an obligation to conduct himself/herself according to the highest ethical business standards and to comply with these PRINCIPLES OF BUSINESS CONDUCT and all Company policies.

2. All representations made by a Wrigley employee on behalf of the Company must be true, complete and accurate.

3. All Company confidential information shall be kept within the Company except as necessary to properly conduct the Company's business.

4. Wrigley employees shall not buy or sell securities or an interest in property of the Company or another organization based on non-public proprietary information derived from their employment.

5. Company assets shall be used only for those purposes that are proper under U.S. law and the laws in the countries where we are conducting business.

6. No asset or fund shall be established and no transaction consummated unless properly recorded and disclosed.

7. All entries made to the Company's books and records must be true, complete and accurate, consistent with generally accepted accounting principles, and with no omissions.

8. All payment approval requests, and all payments, must be only for proper purpose(s) and only as set forth in the documentation supporting that approval or payment.

9. Payments or deposits for obligations for goods and services are to be made in the country where goods or services are received or where they originated and in a manner that is above board, is consistent with the transaction and does not place or appear to place the Company in a position that could be construed as aiding or abetting tax or currency control evasion.

10. No payments may be made directly or indirectly to any government official in exchange for favorable treatment.

11. Employees and members of their immediate family shall neither accept nor offer valuable consideration in any form from or to a principal, employer or family member of any person whose organization is a customer, competitor, supplier or who is seeking to do business with the Company. Excluded are occasional gifts or services with a value less than US\$300 and reasonable and infrequent entertainment that is within the bounds of social courtesies, normal business practice and common sense.

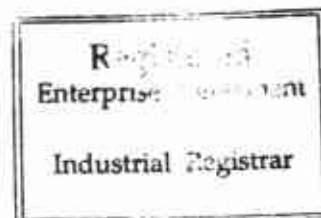
12. Employees involved in purchasing goods or services for the Company shall not invest in and shall not have any financial interest in any organization with which the Company does business or which is seeking to do business with the Company unless the financial interest is less than 1% of the outstanding stock of a publicly traded company. No employee involved in purchasing goods or services for the Company shall receive any personal financial assistance from any organization with which

the Company does business or which is seeking to do business with the Company.

13. No Company funds or assets may be contributed to or used to support any political candidate or political party. Additionally, no employee of the Company shall be required to contribute to or assist any political candidate or political party.

14. All employees of the Company must comply with all acceptable and proper standards of business conduct, laws and regulations wherever they reside or visit.

Each manager is responsible for ensuring understanding and compliance with these Principles. Anyone who has any questions about the meaning or intent of these Principles or any doubt about the propriety of any action or intended action should contact 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. In addition, anyone who is aware of or who suspects a violation of these Principles or Company policy has a duty and obligation to report that information to one of the individuals identified above. Or, anytime day or night, you can call and leave a recorded message, which can be anonymous, at either 1-800-290-7290 or 1-312-645-3439 (if you are outside the U.S. you should use the AT&T Direct Access Number for your country).

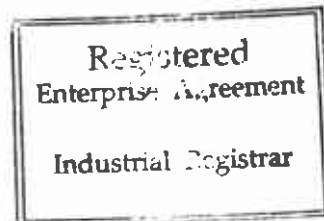


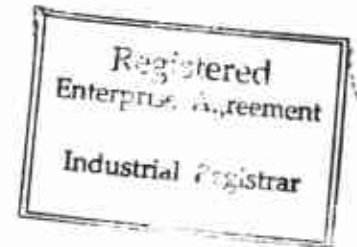
7.6 **Factory Guests**

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.

CONFIDENTIAL AGREEMENT (cont...)

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).

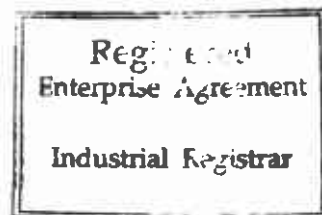
If any provision of this Agreement is declared invalid or unenforceable, it shall be deemed deleted and all remaining provisions shall remain in effect.

Date:

Employee Signature:

Date:

By:
The Wrigley Company Pty. Limited



APPENDIX 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 behaviour/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)





Principles of Business Conduct

The following Principles apply to the Wm. Wrigley Jr. Company and all of its domestic and international associated companies and operations.

1. Every Wrigley employee has an obligation to conduct himself/herself according to the highest ethical business standards and to comply with these PRINCIPLES OF BUSINESS CONDUCT and all Company policies.

2. All representations made by a Wrigley employee on behalf of the Company must be true, complete and accurate.

3. All Company confidential information shall be kept within the Company except as necessary to properly conduct the Company's business.

4. Wrigley employees shall not buy or sell securities or an interest in property of the Company or another organization based on non-public proprietary information derived from their employment.

5. Company assets shall be used only for those purposes that are proper under U.S. law and the laws in the countries where we are conducting business.

6. No asset or fund shall be established and no transaction consummated unless properly recorded and disclosed.

7. All entries made to the Company's books and records must be true, complete and accurate, consistent with generally accepted accounting principles, and with no omissions.

8. All payment approval requests, and all payments, must be only for proper purpose(s) and only as set forth in the documentation supporting that approval or payment.

9. Payments or deposits for obligations for goods and services are to be made in the country where goods or services are received or where they originated and in a manner that is above board, is consistent with the transaction and does not place or appear to place the Company in a position that could be construed as aiding or abetting tax or currency control evasion.

10. No payments may be made directly or indirectly to any government official in exchange for favorable treatment.

11. Employees and members of their immediate family shall neither accept nor offer valuable consideration in any form from or to a principal, employer or family member of any person whose organization is a customer, competitor, supplier or who is seeking to do business with the Company. Excluded are occasional gifts or services with a value less than US\$300 and reasonable and infrequent entertainment that is within the bounds of social courtesies, normal business practice and common sense.

12. Employees involved in purchasing goods or services for the Company shall not invest in and shall not have any financial interest in any organization with which the Company does business or which is seeking to do business with the Company unless the financial interest is less than 1% of the outstanding stock of a publicly traded company. No employee involved in purchasing goods or services for the Company shall receive any personal financial assistance from any organization with which

the Company does business or which is seeking to do business with the Company.

13. No Company funds or assets may be contributed to or used to support any political candidate or political party. Additionally, no employee of the Company shall be required to contribute to or assist any political candidate or political party.

14. All employees of the Company must comply with all acceptable and proper standards of business conduct, laws and regulations wherever they reside or visit.

Each manager is responsible for ensuring understanding and compliance with these Principles. Anyone who has any questions about the meaning or intent of these Principles or any doubt about the propriety of any action or intended action should contact 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. In addition, anyone who is aware of or who suspects a violation of these Principles or Company policy has a duty and obligation to report that information to one of the individuals identified above. Or, anytime day or night, you can call and leave a recorded message, which can be anonymous, at either 1-800-290-7290 or 1-312-645-3439 (if you are outside the U.S. you should use the AT&T Direct Access Number for your country).

APPENDIX F

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

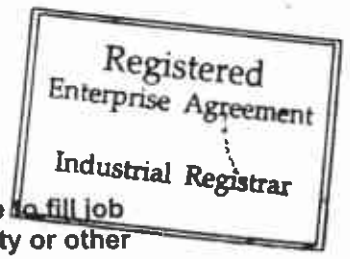
The Personnel Officer is a member of the personnel team reporting to the Personnel Manager and has the responsibility for ensuring effective implementation of the Company's workplace equity program in the role of EEO/Affirmative Action Officer.

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

