REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA06/71

<u>TITLE:</u> <u>Players Biscuits Factory Operations Enterprise Agreement</u> 2005

I.R.C. NO: IRC6/154

DATE APPROVED/COMMENCEMENT: 25 January 2006 / 30 September 2005

36

TERM:

NEW AGREEMENT OR VARIATION: Replaces EA01/267.

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COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees (other than maintenance employees) employed by Players Biscuits Pty Limited, located at 106-128 Parraweena Road, Miranda NSW 2228, who fall within the coverage of the Storemen and Packers, General (State) Award and the Biscuit and Cake Makers (State) Award.

PARTIES: Players Biscuits Pty Limited -&- the National Union of Workers, New South Wales Branch

PLAYERS BISCUITS FACTORY OPERATIONS ENTERPRISE AGREEMENT 2005 - 2008

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1. COMMITMENT OF THE PARTIES

- 1.1. The Players Biscuits goal is to become a leader in Biscuits and Chocolate making, the preferred biscuit/chocolate supplier to our customers, a preferred customer to our suppliers and to involve and develop employees in the continuous search for improvement.
- 1.2. This Agreement has been put together in a way such that the Miranda employees play key roles in achieving Players Biscuits future. In doing so it recognises that employees have both rights and responsibilities in their employment and that this employment agreement serves as a tool for continuously improving against cost, quality, service and people measures.

2. SCOPE

- 2.1. This Agreement will apply to all employees at Players Biscuits Plant (106-128 Parraweena Road, Miranda). The groups responsible for signing this agreement are Players Biscuits and the National Union of Workers (NSW Branch).
- 2.2. Any provisions of The Storeman and Packers (State) Award and the Biscuit and Cake Makers (State) Consolidated Award not specifically addressed by this agreement shall, for the purpose of maintaining this agreement, continue to apply where appropriate. Where a matter is not referred to in this agreement or the parent Award(s) it is understood that the appropriate legislative requirements apply eg. Long service leave, maternity leave, equal employment opportunity, etc.
- 2.3. General industrial issues arising outside the Company's operations will not be used to adversely affect the Company's operations for the life of this agreement.
- 2.4. This agreement will expire 30th September 2008.
- 2.5 Negotiations for the next agreement will commence no later than July 1 2008.

3. TERMS OF EMPLOYMENT

- 3.1. Full Time Employees
 - 3.1.1.Full Time employees are those engaged for 40 hours (less 2 hours for RDO) per week and who have preference for all work on their shift.
 - 3.1.2.Should staff choose to work 7 days continuously for overtime and regularly not report in for work the following day then the Counselling Procedure contained at Clause 20 will be used.
- 3.2. Part Time Employees
 - 3.2.1.Part time employees are engaged for less than 38 hours per week. Part time employees are guaranteed a minimum of four hours' work for any one call in, and will be offered a minimum of twenty hours per week or paid a minimum of twenty hours pay
 - 3.2.2.In addition to receiving the normal rate of pay for the position, pro-rated for the hours worked, part-time employees will also receive pro-rata entitlements for sick leave, annual leave, annual leave loading, public holidays, bereavement leave, and long service leave based on their actual time worked over one year (from anniversary date to anniversary date).
- 3.3. Casual/Agency Employees
 - 3.3.1 A casual/agency can be engaged either directly or through an agency and is rostered to;
 - i. relieve a permanent part-time or full-time employee whilst they are on leave
 - ii. perform work unable to be practicably rostered to permanent employees
 - iii. perform work in emergency circumstances

- iv. perform work for which a demand has arisen with respect to particular events or circumstances such as fluctuations in demand.
- 3.3.2 Casual/agency employees are guaranteed a minimum of four hours work for any one call in
- 3.3.3 Casual/agency employee rates are calculated using the Level 1 rate contained in this Agreement. All casual/agency employees will receive a loading of fifteen per cent to compensate for the nature of the casual work and in lieu of other entitlements (except annual leave) available to permanent employees, in addition casual/agency employees are paid an amount equal to one-twelfth of the appropriate rate in lieu of Annual Leave.
- 3.3.4 A casual/agency employee must be available for work across all three shifts. The Company will not unreasonably require casual/agency employees to change between shifts
- 3.3.5 Any directly employed casual who does not call in to the office to check on labour requirements for three consecutive working days without adequate reason will no longer be considered as a Players casual employee. Special circumstances will be taken into consideration.
- 3.3.6 Players Biscuits acknowledges that this clause is not designed to disadvantage permanent employees with respect to overtime payments or increase in hours.
- 3.3.7 Where permanent positions become available, casual employees are encouraged to apply. A casual employees length of time and relevant skills at Players biscuits will be taken into account during the selection process.
- 3.3.8 Permanent to casual ratio: leave reserved for the parties to discuss during the life of this agreement. There is an intent for the parties to discuss within the first six (6) months following certification.

4. HOURS OF OPERATION

4.1.1.Spread of Hours (All Employees)

The ordinary hours of work for all employees under this Agreement will be an average of 38 hours per week, Monday to Friday. The spread of hours for production shall be:

Day06.00 am. - 02.30 pm (5 min clean, 3 minutes banked for team meeting
and 30 min. lunch not paid) Clock off at 2.22pm. Paid until 2.30pmAfternoon02.20 pm. - 10.20 pm (including 20 min. paid meal break, 3 minutes
banked for team meetings and a 5 min clean). Clock off at 10.12pm. Paid until 10.20pmNight10.10 pm. - 06.10 am (including 20 min. paid meal break 3 minutes
banked for team meeting and 5 min clean) Clock off at 06.02am. Paid until 6.10am

The normal spread of hours of hours for the Warehouse shall be:

Day6.30am - 3.00pm (5 min clean, 3 minutes banked for team meeting and
30 min lunch not paid.). Clock off at 2.52pm. Paid until 3pmAfternoon3.00pm - 11.00pm (5 min clean, 3 minutes banked for team meeting).
Clock off at 10.52pm. Paid until 11pmNight Shift10.20pm- 6.20am (5 min clean, 3 minutes banked for team meeting).
Clock off at 6.12am. Paid until 6.20am

W/H Supervisor 7.30am-4.00pm (5 min clean, 3 minutes banked for team meeting). Clock off at 3.52pm. Paid until 4pm

- 4.1.1. Alternative shift arrangements: Leave to discuss during the life of this agreement
- 4.1.2. **The normal spread of hours**: as set out in sub-clause 4.1.1, may be varied by *mutual* agreement between the company and the employees concerned in the particular area to suit production requirements. *This will be arranged in consultation with a union delegate.*
- 4.1.3.**Team Meetings**: Employees will be required by the company to attend a 1-hour team briefing per month for the purposes of training (skills, OH&S, GMP, Culture etc) and employee consultation. These team meetings will be scheduled either pre or post an employee's normal shift. The company will give employees at least 1 weeks notice of the time and day that the team meeting will occur. Employees will be expected to attend. Normal time banked for the purpose of training, as per clause 4.1.4, will be used for this purpose or other purposes agreed between the company and the employee/s.
- 4.1.4. The average daily shift will be reduced by three (3) minutes to build the necessary "bank" to accommodate these team meetings. In order for these team meeting to occur during normal paid work time, employees will therefore be required to clock off at the end of each normal shift 3 minutes earlier than is current practice. Each 3-minute block will be banked in order to accrue 15 minutes per normal week worked and ultimately 60 minutes for each 4 weeks. This banked time will be used for the purposes of team briefings and/or training.
- 4.1.2.Continuity of Operation Shifts will be so arranged to allow continuity of operation. No employee will cease work until such time as a relieving employee is available for work. The Company will do all things reasonably necessary to relieve the employee as soon as possible. Overtime rates will apply if you are to wait for someone to relieve you at the end of your shift. A minimum of 15 minutes overtime will be paid after working 10 minutes past the end of the shift (including wash up time). An employee will only be required to stay for thirty (30) minutes (inclusive of wash-up time), unless exceptional circumstances prevent them from doing so.
- 4.1.3.Relievers. Paid time for relievers includes five (5) minutes wash-up time at the end of each period of work.
- 4.2. Each permanent employee will be entitled to accrue rostered days off (RDO's) in addition to their annual leave entitlements, and public holidays with the following conditions:
 - 4.2.1.Days off will be agreed between the employee and his/her Supervisor taking into account the needs of the business. The supervisor will do his/her best to accommodate the date requested consistent with manufacturing requirements and employee availability.
 - 4.2.2. Where business conditions dictate, the Company may request the employees of a section or sections to take one of these days off on a specific date.

- 4.3. Overtime (Monday Friday)
 - 4.3.1.All time worked over and above the *agreed* normal spread of hours shall be paid for at the rate of time and one-half for the first two hours and at the rate of double-time thereafter.
 - 4.3.2. Overtime is paid for in 15-minute intervals, with a minimum of 10 minutes (inclusive of wash-up time) to be worked in each 15 minutes for payment.
 - 4.3.3.In the interests of health and safety, the company may limit the total time an employee attends work (i.e. working "double" shifts). No employee will be asked to work or be rostered to work if he or she has not had 10 consecutive hours rest between the termination of work and the next commencement of work.
 - 4.3.4. An employee who is required to work over-time for more than two hours shall be allowed a 15 minute paid break. This break may be taken at an agreed time between employee and supervisor.
 - 4.3.5. Where an employee has not been notified on at least the previous shift to work overtime, they will be entitled to the payment of one meal allowance after two hours' continuous work regardless of the duration of the overtime.
 - 4.3.6.Call-outs: A call out is a return to work at the request of the company to work a shift or part shift, where the employee has not been notified prior to ceasing their previous shift.
 - 4.3.7.A call out starts from the time the call is received by the employee where there is agreement to come in as soon as possible for up to a maximum of one (1) hour of being called.

5. BREAKS

- 5.1. Meal breaks will be co-ordinated by the relevant Supervisors on each shift.
- 5.2. Tea Break Two (2) paid tea breaks of ten (10) minutes (inclusive of wash-up time, may be taken in a way that prevents production stopping. The tea breaks should be taken separately from the meal break. Supervisors will ensure that the Tea Breaks are maintained at ten minutes each.
- 5.3. Other Breaks The employee's supervisor must approve any other breaks or a person the supervisor has asked.

6. RATES OF PAY

- 6.1. Rates of Pay
 - 6.1.1.From the first full pay week after September 30 2005 the new rates of pay will include a 4.5% rate increase; 12 months after this date the rates of pay will include a further 4.5% rate increase; 24 months after this date the rates of pay will include a further 4% rate increase. These rates are as described in appendix 3 (Classification structure and wage rates).
- 6.2. Allowances
- 6.3. Rate increases as described in 6.1.1 will also be applicable to allowances

6.3.1.1.1. Meal Allowance: \$9.15 (Current), [Year 1 - \$9.51, Year 2 - \$9.89, Year 3 - \$10.24]

6.3.1.2.	Shift Loadings:	Afternoon Shift	15.0%
	-	Night Shift	30.0%

6.3.1.3. First Aid Allowance: \$10.00 (Current), [Year1 - \$10.40, Year 2- \$10.80, Year 3 - \$11.19]

7. CLASSIFICATION STRUCTURE

This agreement sees the introduction of a process to develop skills based classification structure. The aim of this structure will be to encourage and facilitate broad banding skills.

- 7.1. Central to having a skills based structure is flexibility and continuously improving productivity. Employees will perform work on the basis of their knowledge skill and competence. Players Biscuits gives its commitment to providing the training resources and learning opportunities to enable employees to perform better and grow in competence.
- 7.2. The Group Name of employee's classification and pay levels has been simplified in order to make the roles of employees more transparent with current reality. This is described in appendix 3 (Classification Structure and wage rates) and appendix 4 (classification structure guide). The following group names have been removed: Perm level 6; Perm Level 7; and Chocolate Manufacturer. "Storeman Supervisor" has been consolidated into an "Area Supervisor". "Acting Shift Managers" will now be referred to as "Shift Supervisors". In the anomalous situation of an employee being paid at a different level in which the employee is currently working, that employee will retain his/her existing rate of pay. Rate increases will continue to include these situations.
- 7.3. Any changes in pay resulting from a revised classification structure will commence from the date the new structure is implemented.
- 7.4. Rates of pay are contained at Appendix 3 to this Agreement.
- 7.5. **Training and progression to more complex roles**: Progression to a higher classification and wage rates will depend upon business needs. Authorisation for training and progression will be as determined by the departmental manager.

8. STAFFING LEVELS

- 8.1. Crewing levels: All crewing levels will be workload based and previous practices that served to restrict or inhibit the ability of the operation to increase performance or flexibility between jobs or across shifts shall no longer operate. This clause should be read in conjunction with Clause 14 Introduction of Change.
- 8.2. People leaving: It is accepted that during this Agreement resignations and retirements will take place. In such circumstances replacement will not be automatic. The decision of whether to replace particular jobs will be based on the Company's workload assessment consistent with continuously improving employee productivity.

9. HOLIDAYS AND WEEKENDS

- 9.1. For the purpose of this Agreement the following days shall be holidays, namely: Christmas Day, Boxing Day. Other holidays are New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day or such other day's as are proclaimed a public holiday to be observed generally by persons in NSW.
- 9.2 In addition to the days contained in 9.1 above there shall be a Union Picnic Day
 - 9.2.1 Union Picnic Day shall for the purposes of this Agreement be regarded as a holiday for employees who are financial members of the union. The Union Picnic Day shall be taken each year between 21st February and 31st December, on a day agreed by each person and his/her Supervisor.
 - 9.2.2 The union shall advise the Company of financial members as at the time of the Union Picnic Day. Such advice must be given at least two weeks prior to the Union Picnic Day.
 - 9.2.3 Where an employee, who is not a financial member of the union, is required to work on Union Picnic Day, the employee shall be entitled to be paid ordinary pay for the normal working day.
 - 9.2.4 Employees who are not financial members of the union and who are not required by the Company to work on Union Picnic Day may apply to the Company to take annual leave, time off in lieu of overtime, leave without pay, such other leave as may be approved by the Company, or may be required by the Company to make up time.
- 9.3 If an employee is absent from work on the day before or the day after a holiday without the permission of the company or without reasonable excuse, the Company shall be entitled to deduct from the wages of that employee payment of such holiday, as well as payment with respect to any other absence. Reference should be made to Clause 11.1.4.
- 9.4 Any employee required to work on a public holiday shall receive their normal pay for the day plus an additional time and one half for the hours worked. All time worked on Christmas Day or Good Friday will be paid for at an additional two times ordinary pay.
- 9.5 A minimum payment of four hours will apply for work performed on Saturdays, Sundays and holidays.

Should an employee who is rostered to work on a weekend or Public Holiday not be required, and is contacted on the day that they were rostered to work, a minimum of four hours payment will be made at the appropriate penalty rate.

- 9.6 Weekend penalties will commence from midnight Friday to midnight Sunday for day shift and afternoon shift. Weekend penalties are as per the respective parent Awards.
- 9.7 Where an employee has not been notified with a minimum of four hours notice to work overtime on weekends, they will be entitled to the payment of one meal allowance after two hours continuous work regardless of the duration of the overtime.
- 9.8 An employee who is regularly absent on any week-day will be counselled in accordance with the Counselling Procedure contained at Clause 20. Persistent absences may mean that the person is no longer considered for weekend overtime. Individual circumstances will be considered.

10 ANNUAL LEAVE

- 10.1 Annual leave shall be granted and taken in accordance with the provision of the New South Wales Annual Holidays Act and the subsequent provisions of this clause.
- 10.2 When annual leave is taken, a loading of 17.5% of the annual leave payment or the shift loading will be paid to the employee whichever is the greater.
- 10.3 Employees planning long holidays who wish to hold on to their annual leave must make a written application to their supervisor detailing the length of the proposed holiday and when they wish to take it. The Company will try to allow such leave consistent with the Company's requirements and labour availability.

10.4 To assist in production scheduling, employees must nominate their planned holiday no later than one month in advance in writing to the Production Manager. The Company recognises that unforeseen circumstances may require employees to apply for unplanned annual leave and the Company will try to comply with any requirements, consistent with labour availability. All applications for unplanned leave must be made to the Factory Manager in writing, as soon as possible after the employee becomes aware of the requirements to take unplanned leave.

10.5 Leave without pay will only be considered when all accrued annual leave has been taken.

11 SICK LEAVE

- 11.1 Sick Leave An employee other than a casual who has more than three months' continuous service and who is absent from his or her work because of personal illness or because of injury by accident, shall be entitled to leave of absence without deduction of pay as per the following;
 - (a) up to 5 days in the first year of employment, and
 - (b) up to ten days per year thereafter, subject to the following conditions:
 - 11.1.1 An employee must make all reasonable efforts to inform his/her Supervisor no later than one (1) hour before the start of his/her normal shift, of his/her inability to attend for duty and as far as possible the estimated length of absence. Failure to follow this procedure will lead to disciplinary action unless there are extra-ordinary circumstances.
 - 11.1.2 The employee shall prove to the satisfaction of the Company that he/she was unable, on account of such illness or injury, to attend for work on the day/s for which sick leave is claimed.
 - 11.1.3 The Company will require a medical certificate from a duly qualified Medical Practitioner for two or more consecutive days absence, but in some circumstances will accept a Statutory Declaration. The company may ask for a medical certificate for single days when trends develop in absenteeism.
 - 11.1.4 Employees entitled to paid sick leave must provide a Doctors Certificate for single day absences in the following circumstances:

Before or after a Public Holiday (This is also a condition of being paid for the Public Holiday) Before or after a Rostered Day Off Before or after a Weekend

11.1.5 Sick leave shall accumulate from year to year.

12 BEREAVEMENT LEAVE

- 12.1 Three days paid bereavement leave will be provided on the death of a family member. A family member is defined as a spouse, de facto spouse, child, parent, grandparent, grandchild or sibling, a same sex partner, or a relative (by blood, marriage, or affinity, and living in the same household).
- 12.2The Company will consider approving additional leave, up to 5 days (paid), in particularly traumatic bereavement circumstances and where an employee must attend an overseas funeral service for a family member.
- 12.3 The Company may require evidence of the need to take bereavement leave.

13 PARENTAL LEAVE

Parental Leave provisions in accordance with Players Biscuits Policy, and are available up to the child's first birthday or in the instances of Adoption Leave, up to the age five of the child. This benefit is available to all employees with 12 months or more continuous, permanent employment. The policy contains the details of eligibility, and notice requirements.

1. Paid parental leave

Paid parental leave provisions at full pay are as follows:

- Paternity Leave up to 5 consecutive days
- Maternity Leave up to 12 consecutive weeks
- Adoption Leave: up to 12 consecutive weeks for the female, up to 5 consecutive days for the male
- 2. Unpaid parental leave

Unpaid parental leave provisions are as follows:

- An additional 51 weeks if the male becomes the primary care giver and the female returns to work
- Maternity Leave up to 12 months (inclusive of any paid leave period)

Adoption Leave up to 12 months for the primary carer (inclusive of any paid leave period)

14 COMPASSIONATE LEAVE

Employees are entitled to use up to 3 days paid sick leave in any year on compassionate grounds or for pressing domestic need. The employee will provide evidence of the reason for the compassionate leave.

15 CONSULTATIVE COMMITTEE

- 15.1 The Consultative Committee will continue to meet the following needs:
 - 15.1.1 To discuss the implementation of the Enterprise Agreement.
 - 15.1.2 To act as a referral point on matters concerning or arising out of the Enterprise Agreement.
 - 15.1.3 To be involved in the creation of a new work culture.
- 15.2 To ensure its continued commitment to meeting the above needs the Consultative Committee should:
 - 15.2.1 Abide by its formal Charter.
 - 15.2.2 Review its Charter annually.
 - 15.2.3 Ensure replacements are made promptly.
 - 15.2.4 Consultative committee to meet twice per year or as required.
 - 15.2.5 Members on a needs basis may call meetings.

16 INTRODUCTION OF CHANGE

- 16.1 The Company will consult the Consultative Committee at the earliest opportunity of planned changes to work or introduction of new technology during the life of this Agreement.
- 16.2 The information will cover projected introduction time, the likely effects on workforce/skill needs, the need for retraining or transfer of employees to other work areas and the changing of jobs.
- 16.3 This information will be used to provide a course of action for handling the intended change at a time closer to its introduction.
- 16.4 The Company will give prompt consideration to matters raised by the Consultative Committee, employees and/or their unions in relation to the changes.
- 16.5 Any major change made by the Consultative Committee affecting the employees will be presented to the shop floor through small group meetings or shift meetings if appropriate.

17 TRANSMISSION OF BUSINESS

This agreement shall apply to the transmission of all or any part of the work of Players Biscuits. Where all or any of the business is transmitted from Player's Biscuits to another employer (the transmittee, successor or assignee) and an employee who at the time of such transmission was an employee of Player's Biscuits becomes an employee of the transmittee:

(a) the continuity of the employment of the employee shall be deemed not to have been broken by reasons of such transmission

(b) the period of employment which the employee has had with Player's Biscuits or any prior transmitter shall be deemed to be service of the employee with the transmittee

18 KEY PERFORMANCE INDICATORS (KPI's)

- 18.1 Parties to the agreement recognise and are committed to the development and introduction of improvements to increase the efficiency of the organisation. The company uses KPI's to measure overall performance and the effect of any improvements.
- 18.2 In order to ensure employees can effectively contribute to the process of continuous improvement, the company will share the KPI information with employees. By working with the Consultative Committee, appropriate KPI's will be established to be shared with all employees. The following are examples of potential KPI's.

Warehouse:

- (a) Case movements
- (b) Damaged cases
- (c) Cube efficiency

Production:

- (a) Consumer Complaints
- (b) Waste levels processing & packaging
- (c) Non-engineering related downtime
- (d) Changeover times
- (e) Overweight/underweight
- 18.3 Additional KPI's, or different KPI's may be established following consultation with the Consultative Committee.
- 18.4 It is agreed that any targets associated with KPI's will be established through consultation and agreement by all parties.
- 18.5 Management will not use KPI targets to discipline or terminate individual employees.
- 18.6 These KPI's will be discussed on a regular basis at Consultative Committee meetings and other forums. Where necessary, the Consultative Committee will discuss ways to improve KPI performance. All parties will remain committed to achieving KPI's by actioning initiatives necessary to improve KPI performance.

19 AVOIDANCE OF INDUSTRIAL DISPUTES

- 19.1 It is the belief of all groups involved in signing this agreement that attention to matters raised by employees is necessary for good employee relations and to prevent formal industrial disputes. Employees should use the following procedure to make sure their concerns are looked into quickly and efficiently. Most problems can be solved at the front-line supervisory level. The procedure is as follows:
 - 19.1.1 Should any matter arise which gives cause for concern to an employee, the employee shall raise the matter with their immediate Supervisor or a member of the Human Resources team.
 - 19.1.2 If the matter remains unsolved it shall be referred to the Shift Manager on duty by the employee or Supervisor.

- 19.1.3 If the matter remains unresolved the matter is referred to the Union delegate, who will need to ensure that the Supervisor and Shift Manager have had the chance to resolve the matter, before taking up the matter with the Production Manager.
- 19.1.4 If the matter remains unresolved the matter is referred by the delegate to the General Manager.
- 19.1.5 If the matter remains unresolved the matter is referred to the Secretary of the Union (or representative).
- 19.1.6 At any time an employee may choose to involve a Union Delegate.
- 19.1.7 At any time the parties may agree that the most appropriate next step is to have the matter referred to the relevant Industrial Tribunal for assistance/resolution.
- 19.2 The above will ensure that all staff will have to act responsibly and professionally. This should prevent any confusion, victimisation, discrimination, or any other unacceptable practices.
- 19.3 It is agreed that:
 - 19.3.1 Whilst the above procedure is being followed, the status quo shall be maintained. Status quo means the means the situation existing immediately prior to the dispute.
 - 19.3.2 The parties shall, at all times, confer in good faith and without undue delay.

20 EMPLOYEE HEALTH AND SAFETY

- 20.1 All parties recognise their responsibility to adhere to the terms and provisions of the New South Wales Occupational Health and Safety Act 1983 (the 'OH&S Act') as amended from time to time.
- 20.2 As per Section 19 of the NSW OH&S Act, no person will act in such a way that would put others at risk of injury.
- 20.3 Every person will comply with all requirements for using safety and personal protective equipment.
- 20.4 All equipment will be operated safely and operators will ensure all safety equipment is operational.
- 20.5 In line with Occupational Health and Safety Standards and Food Hygiene Standards and laws there will be no smoking permitted outside the designated area (being area near back of warehouse).
- 20.6 Presentation for work whilst under the influence of alcohol or drugs that effect the ability to safely perform work is prohibited.
- 20.7 A fire alarm system has been installed for the safety of all staff. Any employee found tampering with the fire alarm system will be dismissed immediately. Should there be major issues with false activation the company has the right to install surveillance cameras.

20.8 Breaking this clause may be regarded as wilful misconduct and therefore may lead to instant dismissal in accordance with Clause 20.7.

21 GOOD MANUFACTURING PRACTICE AND PERSONAL HYGIENE

- 21.1The Company and its employees are committed to the maintenance of high standards of personal and plant hygiene. It is important that all employees understand and adhere to the Standard Operating Procedures for Good Manufacturing Practice.
- 21.2The Company has procedures for the maintenance of personal hygiene, including the Procedure for Wash Room. The purpose of these procedures is to ensure that the risk of contamination to our products is minimised. All employees need to understand and adhere to these procedures.
- 21.3Persistent failure to comply with the required standards will result in the Counseling Procedure being applied.

22 PAYMENT OF WAGES

- 22.1 The wages and allowances of all employees will be paid weekly by electronic funds transfer.
- 22.2 It is the employee's responsibility to advise the Company in writing of their particular banking details or any change in their banking details.
- 22.3 Should it be required to terminate an employee's service all outstanding monies will be paid within twenty-four hours by the Company.
- 22.4 Outstanding money owing to employees due to company or bank error will be processed within twenty-four (24) hours.

23 COUNSELLING PROCEDURE

- 23.1 Performance or work habits issues will be dealt with by the appropriate Manager in a quick manner. The company views the decision to counsel employees as a serious occurrence and will always ensure that fairness and reasonableness applies in each case.
- 23.2 In every case where a performance or work habit issue occurs a discussion will take place to make the employee aware of the issue and to give the employee a chance to explain and to fix the situation or problem.
- 23.3 Should the employee not meet the agreed standards then a verbal warning will be issued. Again the discussion will be followed up within an agreed time frame.
- 23.4 Should the employee not meet the agreed standards then a first written warning will be issued.
- 23.5 Following an opportunity to meet agreed standards of performance should the employee still fail to meet the standards then a second written warning will be issued.
- 23.6 Following an opportunity to meet agreed standards of performance should the employee still fail to meet the standards then his/her employment will be terminated.

23.7 Not including the above, the company will dismiss any employee without notice for gross negligence, wilful misconduct or theft. Wages shall be paid up to the time of dismissal only.

23.7 Warnings issues in accordance with the procedure detailed above will remain on the employees personnel file for a maximum period of twelve (12) months, after which the warning will be removed from the file and destroyed.

24 TERMINATION OF EMPLOYMENT

- 24.1 An employee may terminate his or her employment by giving to the Company notice for a time period of not less than one week or the forfeiture of one weeks pay in lieu.
- 24.2 The Company shall provide to the employee a written statement specifying the period of his or her employment and his or her classification or the type of work performed.
- 24.3 The Company may terminate an employees employment by the giving of one weeks notice, or by the payment of one weeks pay in lieu, except in the circumstances contained at 20.7 above.
- 24.4 Any employee who is absent for three consecutive working days and who does not contact the Company will be terminated. Special circumstances will be taken into consideration.

25 COMPANY/UNION RELATIONSHIP

- 25.1 The parties to this Agreement recognise the important role that unions have in representing the interests of their members.
- 25.2 To facilitate this relationship, the Company will ensure that all new employees are advised that should they wish to belong to a union, that the NUW, NSW Branch is the relevant union for Production employees.
- 25.3 A relevant Union Organiser or Delegate will be permitted to explain to new employees covered by this Agreement their rights in respect of union membership.
- 25.4 The Company will, upon request by an employee, provide payroll deduction of union fees.
- 25.5 An employee elected or appointed to the position of NUW delegate shall be allowed leave with pay to attend formal training courses conducted and/or approved by the Union subject to the following conditions:
 - Upon application from the NUW, up to a maximum of 30 days leave each calendar year will be allowed. For this purpose, this 30-day maximum will serve to cover the training requirements of *all* delegates.
 - The NUW will endeavour to provide 14 days notice to Players Biscuits of the enrolment of an eligible employee including details of the course and time required. The NUW will, where requested, provide to Players Biscuits proof of attendance for eligible employees

26 NO FURTHER CLAIMS:

The parties agree that there will not for the duration of this agreement, pursue any extra claims for changes in relation to the matters dealt with by this agreement.

27. SUPERANNUATION

It is the company's understanding that Choice Of Fund Legislation is applicable under the *Players Biscuits Factory Operations Enterprise Agreement*

28. ANNUAL DEVELOPMENT APPRAISAL (only applicable to Level 5 and above employees)

Management will review all shop floor employees in leadership positions equal to or greater than Level 5 Operators development opportunities each year in December using the performance review process shown in appendix 5.

29.TERMINATION OF EXISTING ARRANGEMENTS

On the signing of this agreement by representatives of the parties, the parties agree that all previous agreements, arrangements, understandings, customs and practices whether written, verbal or implied which are not specifically written into this agreement are rescinded and replaced by this agreement and have no further application to the site. Any agreement to maintain these will be documented in proceeding sub-clauses:

D Short term shift transfer at company directive

Where an employee normally employed on a shift attracting shift allowance is required by the Company to change shift for a temporary period in order to effect any business directive, then that employee will retain their normal shift allowance. For the purposes of this clause only, the term "temporary" is defined as a time frame less than four (4) weeks.

Weekend Overtime Rates

All time worked by any employee on the "weekend" shall be defined as "Weekend Overtime". Such Weekend Overtime will be paid at the rate of time and a half for the first two hours and double time thereafter. In the event that an employee works weekend overtime on a shift that would attract a shift loading at normal time, then the employee will also be paid the appropriate shift allowance on base rates of pay *only*.

There is no longer a requirement for a mandatory ten (10) hour break to be eligible for weekend overtime. The company stills expects that employee's will use their good judgement on their fitness for duty prior to working weekend overtime.

D Recruitment

Positions that become available under this agreement will be advertised internally and externally. Any employment offer will take into consideration such factors as relevant background, experience, current competencies and the labour market. All new employees will have met the basic literacy, numeracy and behavioural profile criteria as required in the recruitment process.

Where the employee is applying for a more complex role, and has a comparable skill base to that required, management would need to determine the appropriate entry point. This will generally be a role below the position in question whilst the employee adapts their existing skills to the Players Biscuits work environment.

D Higher Duties

Where there is a genuine business need and an employee is specifically asked by management to work at a higher paid classification than the employee's usual classification, the employee shall be paid at the rate for the higher classification for the time the employee performs such higher paid work if it is for a period of greater than two hours.

30. SCHEDULE OF AGREEMENT

Representing Players Biscuits

Trevor Campbell – Plant Manager (Players Biscuits)

Witness

David Haydon – Human Resources Manager (Players Biscuits)

Representing National Union of Workers (NSW Branch)

Derrick Belan, NUW State Secretary

Witness

Amanda Perkins, NUW Official

APPENDIX 1 – Players Biscuits Redundancy Policy

1 COMMITMENT

1.1 It is the Company's policy to do everything it can not to make employees redundant. At all times the company will work to preserve employment opportunities.

1.2 Consistent with this, it is the intention of the Company to afford all employees affected by the introduction of new technology or changed work methods, the needed training in order to perform alternative employment within the Site.

1.3 The provision of Redundancy entitlements will only be used as a final option in special circumstances which as a result of either economic conditions adversely affecting Company business performance which require general headcount reduction or on individual grounds where as a result of work changes the age, or work background preclude satisfactory re-training.

1.4 In all cases the company will first attempt to retrain employees affected by the change if this is not possible the company will ask for volunteers. The final stage is to proceed by way of redundancy based on the principle of "last on, first off" with the skill mix and classifications of employees being taken into account.

2 REDUNDANCY CONDITIONS

2.1 Four weeks notice plus four weeks for each year of service calculated on a pro-rata basis to date of termination.

2.2 Paid interview time of thirty-two hours to attend any job interviews arranged by employees during the notice period. Proof of attendance will be required.

2.3 Where an employee accepts and commences a new job prior to the expiry of the notice period, payment will only be made up until the date of termination and the Redundancy Benefits (excluding the balance of the notice) will also apply.

2.4 Employees over the age of 45 will receive one extra week notice.

3 ENTITLEMENTS

3.1 Payment of Annual Leave: All accrued and pro-rata annual leave entitlements will be paid. Annual leave loading will be paid on all accrued leave.

3.2 Payment of Long Service Leave: Pro-rata long service leave after five years' continuous service.

3.3 All employees begin accruing long service leave from the start of employment.

3.4 Payment of Superannuation: Full superannuation redundancy entitlements as per Trust Deed.

3.5 Employees who are made redundant will be entitled to a payout of their unused sick leave on a sliding scale as follows:

After 1 year of continuous service as a permanent employee -4% of the value of the sick leave. This will increase at a rate of 4% for each completed year of continuous service as a permanent employee up to a maximum of 100% of the value of the employee's sick leave accrual after 25 years continuous service as a permanent employee.

4 PART TIME EMPLOYEES

4.1 Part time employees will receive the same payments as full timer's, calculated on a pro-rata basis for each year of service or the casual entitlement, whichever is the greater.

5 CASUAL EMPLOYEES

5.1 This clause applies to casuals employed directly by Players Biscuits.

5.2 Casual employees will only be entitled to a redundancy payment as a result of a Plant or Section shutdown in which they were employed.

5.3 Casual employees with less than one years' continuous service will be paid a lump sum amount of \$500.00.

5.4 Casual employees with more than one years' continuous service and less than five years' continuous service will be paid a lump sum amount of \$ 1,500.

5.5 Casual employees with more than five years' continuous service will be paid a lump sum amount of \$ 3,000.

6 REDUNDANCY PAYMENT EXCLUSIONS

6.1 Employees dismissed for any reason other than redundancy are excluded from the entitlements contained in this appendix.

7 PAYMENT CALCULATION

7.1 Current rate of pay means ordinary weekly base rate including over-award payments but excluding shift penalties.

8 GENERAL

8.1 The parties agree that the terms and conditions of the redundancy benefits and the formula for payments described herein shall operate in respect to the termination of employees engaged in the Company's operations and will not become additional to any severance/redundancy payments and conditions which arise as a consequence of Government legislation except where the statutory provisions exceed.

Appendix 2 - Players Biscuits Company Policies

A number of company policies exist to cover issues not directly contained in this Enterprise Agreement.

These policies will continue to apply, and may be amended or deleted from time to time. New policies may be introduced as circumstances require.

Appendix 3 – Players Biscuits Classification Structure and Wage Rates

Players Biscuits

Classification Structure & Hourly Wage Rates

Group Name	Rates to apply from the first full pay period to commence on or after September 30 2005 - 4.5%	Rates to apply from the first full pay period to commence on or after the expiry of 12 months after September 30 2005 - 4.5%	Rates to apply from the first full pay period to commence on or after the expiry of 24 months after September 30 - 4%
Casual/A agency Employee	\$22.9146	\$23.9457	\$24.9035
Level 1	\$18.5795	\$19.4155	\$20.1922
Level 2	\$19.5572	\$20.4372	\$21.2547
Level 3	\$20.3397	\$21.2550	\$22.1052
Level 4	\$21.1217	\$22.0722	\$22.9551
Level 5	\$22.4909	\$23.5030	\$24.4431
Storeman	\$23.3123	\$24.3613	\$25.3358
Perm Kiosk Senior	\$18.8366	\$19.6843	\$20.4717
Perm Kiosk Supervisor	\$21.0463	\$21.9934	\$22.8731
Area Supervisor	\$26.3366	\$27.5218	\$28.6226
Shift Supervisor	\$29.9929	\$31.3425	\$32.5962

* If an employee is being paid at a classification level different than the level at which he/she is working, then following will occur to correct this anomalous situation:

- The employee will continue to be paid at their existing rate of pay, and
- The employee will carry out training as directed by the Company to develop role competencies consistent with the Classification level at which the employee is being paid.

Equivalent Weekly Wage Rates

Group Name	Rates to apply from the first full pay period to commence on or after September 30 2005		Rates to apply from the first full pay period to commence on or after the expiry of 24 months after September 30 2005
Casual/A agency Employee	\$870.75	\$909.94	\$946.33
Level 1	\$706.02	\$737.79	\$767.30
Level 2	\$743.17	\$776.62	\$807.68
Level 3	\$772.91	\$807.69	\$840.00
Level 4	\$802.63	\$838.74	\$872.29
Level 5	\$854.65	\$893.11	\$928.84
Storeman	\$885.87	\$925.73	\$962.76
Perm Kiosk Senior	\$715.79	\$748.00	\$777.92
Perm Kiosk Supervisor	\$799.76	\$835.75	\$869.18
Area Supervisor	\$1,000.79	\$1,045.83	\$1,087.66
Shift Supervisor	\$1,139.73	\$1,191.02	\$1,238.66

Appendix 4 - Classification Structure Guide

	Descriptors	Processing	Packaging
Level 1	Entry level with basic skills that involve predominantly manual work with use of machines that require minimal set up or adjustment such biscuit grinder, wafer cutter, bag sewer, pallet jack and so on	General Hand	Packer
	General knowledge of all Players policies and procedures, particularly those related to quality, health and safety. Developed speed and accuracy related to particular area such as packing speed.	dough feed pick rejects assist mixer cleaning	Pack Palletise Feed machines cleaning

	Descriptors	Processing	Packaging
Level 2	Well developed basic skills together with	Mixer	Machine
	the ability to set up, operate and trouble	Baker	Operator
	shoot on at least one type of machine.	Machine	
	These are classes of machines requiring a	Operator	
	level of expertise to control and ensure		
	satisfactory performance. They may need		
	constant adjustment or monitoring, a		
	particular set up routine or fault finding		
	procedure and the operator may require		
	tools and specific knowledge. The set up		
	and operation of infeed and outfeed lines		
	is also a vital part of this role.	Mixer	Onanata ana tuna
	Good knowledge of all Players policies and procedures, particularly those related	Baker	Operate one type of machine
	to quality, health and safety. Well	Dough forming	Tam/ishida
	developed speed and accuracy related to	roller refiner	Fuji wrapper
	particular area. Perform relevant general	enrober	Cavanna
	duties such as weighing product or		
	ingredients, carrying out QC checks,	capper depositor	wrapper Egg foiler
	completing line reports, entering or	ucpositor	Tray packer
	despatching stock, set up valves and		Slug wrapper
	pumps to machines, operate good hoist or		Sing mapper
	lift. Responsible for any personnel		
	allotted to the operator with respect to		
	both work performance and conformance		
	to company policies.		
Level 3	Well developed basic skills together with	Mixer	Machine
	the ability to set up, operate and trouble	Baker	operator
	shoot on two to three types of machines.	Machine	
	Other skills and responsibilities as	operator	
	detailed for level 2.		
	Excellent knowledge of all Players	Operate 2-3	Operate 2-3
	policies and procedures, particularly those	types of	types of
	related to quality, health and safety. Well	manufacturing	packaging
	developed speed and accuracy related to	machines	machine
	particular area. Other general duties as		
	given for the level 2 operator.		
	An employee may have a combination of	e	1 2 for each of the
	skills from a number of areas. For	areas.	
	example Tam/Ishida operator and dough		
Level 4	mixer. Well developed basic skills together with	Conion minon	Sanian machina
Level 4	the ability to set up, operate and trouble	Senior mixer, baker, machine	Senior machine operator
	shoot on four or more types of machine.	operator	operator
	Excellent knowledge of all Players	Operate 4+ type	Operate 4+ type
	policies and procedures, particularly those	of manufacturing	of packaging
	related to quality, health and safety. Well	machine	machine
	developed speed and accuracy related to		
	particular area. Perform relevant general		
	duties such as weighing product or		
	ingredients, carrying out QC checks,		
	completing line reports, entering or		
	despatching stock, set up valves and		
	pumps to machines, operate goods hoist		
	or lift.		
	As given for level 2 above for each of the		
	areas. An employee may have a		
	combination of skills from a number of		
	areas. For example Tam/Ishida operator		1

	Descriptors	Processing	Packaging
	and dough mixer.		
Level 5	At this level the senior leading hand has	Senior leading	Senior leading
	well developed basic skills together with	hand	hand
	the ability to set up, operate and trouble		
	shoot on four or more types of machine.		
	Skill levels are similar to level 4 however		
	at this level the operator has greater		
	experience and supervisory control.		
	Excellent knowledge of all Players	Operate 4+ type	Operate 4+ type
	policies and procedures, particularly those	of manufacturing	of packaging
	related to quality, health and safety. Well	machine	machine
	developed speed and accuracy related to		
	particular area. This employee takes the		
	place of the area supervisor when absent		
	and responds to any problems or		
	situations requiring assistance.		
	As given for level 2 above for each of the		
	areas. An employee may have a		
	combination of skills from a number of		
	areas. For example Tam/Ishida operator		
	and dough mixer.		
Area Supervisor	This position is accountable and	Supervisor	Supervisor
	responsible for the area's <u>safety</u> , <u>quality</u>	Supervisor	Supervisor
	and customer service metrics. This		
	position is responsible for championing		
	continuous improvement and supporting		
	the CAMS vision.		
	This is the most senior level and requires		
	well developed basic skills together with		
	the ability to set up, operate and trouble		
	shoot on four or more types of machine.		
	At this level the employee takes on		
	responsibility for a department or area		
	and takes the place of the manager when		
	unavailable. Personnel handling and		
	problem solving are a vital part of this		
	role.	Omonota At ta	Omanata A: t
	Excellent knowledge of all Players	Operate 4+ type	Operate 4+ type
	policies and procedures, particularly those	of manufacturing	of packaging
	related to quality, health and safety. Well	machine	machine
	developed speed and accuracy related to		
	particular area. Perform relevant general		
	duties such as weighing product or		
	ingredients, carrying out QC checks,		
	completing line reports, entering or		
	dispatching stock, set up valves and		
	pumps to machines, operate goods hoist		
	or lift. This employee takes the place of		
	the manager when absent and responds to		
	any problems or situations requiring		
	assistance.		
	As given for level 2 above for each of the		
	areas. An employee may have a		
	combination of skills from a number of		
	areas. For example Tam/Ishida operator		
	and dough mixer.		

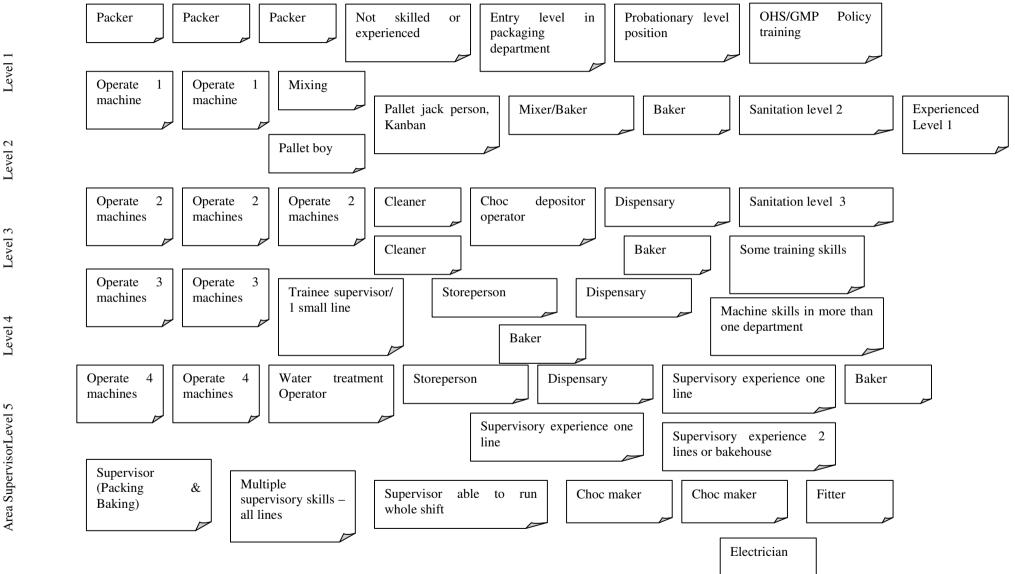
Warehouse Classification Levels

Historically there have been two classification levels in the warehouse. These include;

- 1. Storeman Senior
- 2. Storeman Supervisor

Storeman must possess a current forklift driver license.

Snapshot of Levels and Typical Job Roles



Level 2

Level 3

Level 4

Appendix 5 - Annual Development Review Appraisal

Management and Review

(a) Management will review all shop floor employees in leadership position equal to or greater than Level 5 Operators development opportunities each year in December using the performance review process shown below.

Name of Employee being assessed	
Current Role	

Completing this Performance Valuation Document

- This Performance Valuation (PV) document is designed to ensure that Leaders develop behaviours consistent with the Company values
- It will recognise those values already being demonstrated and highlight areas for further development
- This PV is made up of a series of statements listed under the following heading:
- 1. Customers
- 2. People
- 3. Innovation
- 4. Integrity
- 5. Problem solving
- 6. Safety
- 7. Health & Environment
- 8. Leadership
- Each statement describes a typical behaviour that is needed at Players Biscuits
- For each statement, rate the person as:
- 1. Needs some development, or
- 2. Generally displays this behaviour, or
- 3. Consistently displays this behaviour

CUSTOMERS				
Dimension	Typical Behaviours	Need Some Development	Generally displays this behaviours	Consistently displays this behaviour
C1	 Knows who internal and external customers are 			
UNDERSTANDS	 Understands needs of customer 			
CUSTOMERS' NEEDS	 Gets feedback on service provided 			
NEEDS	 Shows concern for service delivery 			
	 Communicates well with customers 			
	 Tries to complete work right first time 			
C2	 Delivers quality work on time 			
MEET	 Shows concern for service delivery 			
CUSTOMERS'	 Anticipates future customer needs 			
NEEDS	 Looks for better ways to meet needs of customers – seeks customer input 			
	PEOPLE			
Dimension	Typical Behaviours	Need Some Development	Generally displays this behaviours	Consistently displays this behaviour
	 Pulls own weight in team 			
P1	 Contributes in team meetings 			
PARTICIPATE	 Accepts team goals as own 			
IN TEAM ACTIVITIES	• Lets others know what is happening			
	 Acknowledges efforts of others 			
	 Listens carefully to others 			
P2	• Talks in a positive way to others			
SHOW RESPECT	• Is sympathetic to difficulties of others			
FOR OTHERS	 Respects individual differences 			
	• Is open and honest with others			
Р3	 Happy to train others in new skills 			
HELP AND	 Helps prepare for the next person 			
SUPPORT	 Is approachable 			
OTHERS	• Is friendly & co-operative			

	INNOVATION				
Dimension	Typical Behaviours	Need Some Development	Generally displays this behaviours	Consistently displays this behaviour	
	• Questions the way things are done				
I1	Contributes new ideas and methods				
	• Is open to suggested improvements				
IMPROVING METHODS &	• Is positive towards change				
PROCESSES	• Is willing to experiment with new ways				
	Tracks and monitors improvements				
	 Keen to develop own skills 				
I2	• Seeks opportunities to be flexible				
IMPROVING	• Keen to develop other's skills				
SKILLS	• Strives to improve own work targets				
	• Seeks feedback on own performance				
	INTEGRITY				
Dimension	Typical Behaviours	Need Some Development	Generally displays this behaviours	Consistently displays this behaviour	
	• Fast to react to urgent work				
IN1	Priorities work according to needs				
RESPOND TO NEEDS OF	 Thinks ahead and organises what is needed to keep process going 				
BUSINESS	• Asks for help when required				
	Is positive about company initiatives				
	 Understands own responsibilities 				
	Takes initiatives, self-starting				
IN2	 Accepts consequences of actions 				
ACT RESPONSIBLY	• Is consistently committed to performing to best of ability				
	• Follows things through to completion				
		1	1	1	

	PROBLEM SOLVING				
Dimension	Typical Behaviours	Need Some Development	Generally displays this behaviours	Consistently displays this behaviour	
	Checks details leading up to problem				
PS1	 Is alert to recurring problems 				
101	 Looks for symptoms of problems 				
IDENTIFY AND	Thinks problem through before acting				
SOLVE PROBLEMS	 Seeks assistance if necessary 				
	 Considers range of options 				
	 Passes on experience to others 				
	• Works in compliance with GMP				
	 Knows and applies safety procedures 				
PS2	Wears PPE when required				
WORK SAFELY	• Lets others know when they are doing something unsafe				
	 Brings safety issues to attention 				
	LEADERSHIP		~ "		
Dimension	Typical Behaviours	Need Some Development	Generally displays this behaviours	Consistently displays this behaviour	
	 Encourages others to express ideas 				
T 1	Helps people to develop ownership				
L1	 Shows appreciation of other's efforts 				
DEVELOP	Provides a source for consultation				
OTHERS	 Handles conflict in a sensitive manner 				
	Provides constructive feedback				
	 Ensures smooth shift changeovers 				
10	Communicates often with customers				
L2	 Priorities to meet business needs 				
ORGANISE	 Plans ahead to reduce errors, delays 				
ORGANISE RESOURCES	Plans ahead to reduce errors, delaysTakes initiatives to work "smarter"				