

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA 97/83

I.R.C. NO: 97/1239

DATE APPROVED/COMMENCEMENT: 11 April 1997 and commences from beginning of first pay period on or after 1 July 1996.

TERM: expires 1 July 1998 years

**NEW AGREEMENT OR
VARIATION:** New. Replaces EA 67/94

GAZETTAL REFERENCE: 298 I. G 1224 - 6.6.97

DATE TERMINATED:

NUMBER OF PAGES: 17

TITLE: Streets Ice Cream Customer Service Delivery Enterprise Agreement

COVERAGE/DESCRIPTION OF

EMPLOYEES: To apply to Van Salesperson - North Rocks, Frenchs Forest, and Bankstown depots.

PARTIES: Streets Icecream, A Division of Unilever Australia Limited -&- Transport Workers Union of Australia, New South Wales Branch.

STREETS ICE CREAM

SYDNEY CUSTOMER SERVICE DELIVERY AGREEMENT



FINAL VERSION - 4TH SEPTEMBER 1996

STREETS ICE CREAM

SYDNEY CUSTOMER SERVICE DELIVERY AGREEMENT

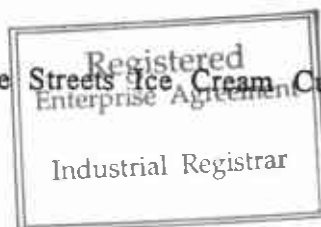
PREAMBLE

This agreement is the result of co-operative discussions between all the parties and has not been entered into by any party under duress.

SECTION A - GENERAL TERMS AND CONDITIONS

1. TITLE

This Agreement shall be known as the Streets Ice Cream Customer Service Delivery Agreement.



2. INDEX

Section A - GENERAL TERMS AND CONDITIONS

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Industrial Registrar

3. PARTIES, DURATION AND INCIDENCE

This Agreement has been made between the Transport Workers Union (the Union) and Unilever Australia Limited - Streets Ice Cream Division (the Company) to cover employees in the Sydney delivery operations of the Company currently located in depots at North Rocks, Frenchs Forest and Bankstown who are members of the Union. This agreement shall commence from the beginning of the first pay period on or after 1st July 1996 and shall remain in force for a period of two years and shall continue in force thereafter until varied or rescinded by the parties, provided that the parties agree to negotiate with a view to establishing a new agreement prior to the expiration of this agreement.

The parties agree to review the agreement mid-term and any issues arising shall be determined in accordance with the normal negotiation process.

No extra claims clause - It is a term of this Agreement that the Union undertake for the duration of this Agreement, not to pursue any extra claims, award or over-award.

The members of the TWU give a full undertaking that there will be no industrial action whatsoever during the two year period of the Agreement and further, undertake not to become embroiled in union matters from other unions, either inside or outside the Company concern.

4. EXEMPTION FROM OTHER AWARDS AND AGREEMENTS

To the extent that there is any inconsistency between this Agreement and the Awards and or Agreements which have previously specified the conditions of employees then the provisions of this Agreement shall apply.

The parent award to this Agreement is the Ice Cream Carters and Van Salesmen (State) Award.

5. BASE WEEKLY RATES OF PAY

It has been agreed by all parties that these pay increases are in recognition of all the changes in this agreement and the extra responsibilities represented in the job descriptions and any further change in duties which may be appropriate during the life of the agreement.

The wages below incorporate a 6% increase on total base weekly rate, effective 1st July 1996 and 6% on 1st July 1997.

VAN SALESPERSON

	Total Base Weekly Rate	Base Hourly Rate (on a 40hr week)	Overtime Hrly Rate (on a 38 hour week)	Special Responsibilities Allowance**
1st July 1996	\$517.28	\$12.932	\$13.6126	\$138.40
1st July 1997	\$548.32	\$13.708	\$14.4295	\$138.40

DEPOT TEAM LEADER

	Total Base Weekly Rate	Base Hourly Rate (on a 40hr week)	Overtime Hrly Rate (on a 38 hour week)	Depot Team Leader Allowance#	Special Respon. Allow.**
1st July 1996	\$517.28	\$12.932	\$13.6126	\$69.00	\$138.40
1st July 1997	\$548.32	\$13.708	\$14.4295	\$69.00	\$138.40

** A Special Responsibilities Allowance (SRA) of \$125.40 per week is paid to all Permanent and Seasonal Van Salespeople and Depot Team Leaders in recognition for the extra responsibilities employees took on in the previous agreement. These responsibilities have now been incorporated into the main body of their job descriptions.

An extra \$3.00 has been incorporated into the Special Responsibilities Allowance in compensation for the mutual agreement to withdraw the annual Picnic Day.

An extra \$10 per week has been incorporated into the SRA in recognition of the extra tasks and work flexibility agreed, as detailed in this agreement.

Depot Team Leaders receive an allowance of \$69.00 per week is paid in recognition of the extra tasks Depot Team Leaders perform in their role; this figure incorporates an extra \$10 per week which is in recognition of the further increase in tasks performed.

6. CONTINUOUS IMPROVEMENT

a) Work Organisation

The parties recognise that it is essential to the business to achieve total flexibility and best practise within the delivery area. As part of this commitment, van salespersons' and their union undertake in recognition of payments received, as a direct result of this agreement, any reasonable duty which will increase the effectiveness of delivery and sale of product to the customer.

In order to meet short term staff shortages as a result of absences such as sick leave and annual leave, Depot Team Leaders and Van Salespeople will be required to take up temporary positions at other Sydney Depots as has been done in the past to meet distribution requirements.

Depot Team Leaders and Van Salespeople may also be required to relocate depots within the Sydney Metropolitan area as a result of the ongoing review of depot locations. Any such relocation will not qualify employees for redundancy benefits or constitute a termination of

employment, however the Company will endeavour to assist employees with any relocations necessary. This does not include positions which may become obsolete as part of depot structure changes.

b) Best Practice

In the increasingly competitive and changing environment, the parties acknowledge that the business must look to methods of improving distribution and delivery efficiency. As has been the standard practise in the past, employees remain flexible in working together.

A critical part of this agreement is the commitment by our employees and the Company to the ongoing overall review of the efficiency and competitiveness of the Sydney Delivery operation. This review will continue to be conducted jointly by management and employees and cover the following areas, but not restricted to:

- 'benchmarking' exercise on best practices used within similar delivery industries.
- establishment and implementation of 'key performance indicators'.
- a revision of the current depot structure in light of the commissioning of the manufacturing site at Minto.

This group will continue to meet through this agreement to discuss opportunities for further improvement in the operation.

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SECTION B - OTHER TERMS AND CONDITIONS

1) HOURS OF WORK

- a) Ordinary hours of work shall be an average of 38 hours per week.
- b) The ordinary hours of work shall be worked on any day Monday to Friday.

2) OVERTIME - RATES OF PAY

* The overtime hourly rate, for computing overtime, is determined by dividing the base weekly rate by 38.

- a) Overtime worked at the Company's request before 7am on Monday to Friday shall be paid at time and one-half of the overtime hourly rate* of pay for the first hour, and double time the overtime hourly rate* of pay thereafter.
- b) Overtime worked after 3.30pm on Monday to Friday shall be paid at time and one-half of the overtime hourly rate* of pay for the first hour, and double time the overtime hourly rate* of pay thereafter. This will not apply to employees on afternoon shift.
- c) **SATURDAYS** - All work performed on a Saturday shall be paid at double time the overtime hourly rate* of pay with a minimum payment of 4 hours.

SUNDAYS - All work performed on a Sunday shall be paid at double time the overtime hourly rate* of pay with a minimum payment of 4 hours.

- d) A commitment has been given by the employees under this Agreement to work sufficient overtime in order for the Company to ensure that customer requirements are met.
- e) If insufficient employees volunteer to work overtime, then the Company will implement a roster through which overtime will be equitably allocated to all employees and/or casuals will be used to supplement roster vacancies.

3. PAYMENT OF WAGES

The pay period for all employees will be ~~weekly from Tuesday AM to Monday PM~~ of the next week (all unscheduled overtime worked ~~on the last day~~ will be carried over to the next pay period). Pay day will be Thursday.

Payment will be via electronic funds transfer to a Bank, Building Society or Credit Union account nominated by the employee. The employee may nominate a second account for a standard deduction.

On pay day, the Company will supply each employee with a statement showing the amount of wages to which the employee is entitled, the amount of deductions made and the net amount of wages due to the employee.

In the event of hardship due to the failure of Electronic Funds Transfer outside the control of the Company, the Company may provide alternative monetary relief within 24 hours.

It is recognised that the rates of pay in the previous 1993 Agreement cover the costs of an employee establishing and operating a bank account for the purpose of receiving wages.

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

As a result of the Turrella factory relocating to Minto, all weekly paid employees will be required to move to fortnightly pay. This change in wages payment, will not be implemented during the term of this agreement, but will however be implemented as part of the next Sydney Customer Service Delivery Agreement effective July 1998. The parties agree to discuss during the course of the current agreement, how this will be implemented to take effect from 1st July 1998.

4. CASUAL EMPLOYMENT

- a) A casual employee shall mean an employee employed by the hour and paid by the hour. Casual employees receive, for ordinary time that would be one thirty-eighth of the appropriate base weekly rate plus 15% loading for the non payment of sick leave and public holidays, plus 1/12 for the non payment of annual leave.

- b) A minimum payment of four hours will be made for each shift.
- c) A casual employee may work any day during the year.
- d) A casual is not entitled to shift allowances (refer to clause B)7.).
- e) Sick leave and annual leave are incorporated in the hourly rate of pay. Subject to relevant legislation, long service leave will not be payable.
- f) It should be noted that a casual employee is not eligible for any form of redundancy payment.

5. PART-TIME EMPLOYMENT

- a) An employee can be engaged to work on a part-time basis for a constant number of hours which shall average less than 38 hours per week over a four week period.
- b) A part-time employee will work for a minimum of fifteen hours per week.
- c) Payment will be one thirty-eighth of the base rate of pay plus one thirty-eighth of the SR allowance, multiplied by the number of hours worked.

6. SEASONAL EMPLOYMENT

A "season" for the purposes of this clause, is a period set by the Company which maybe shortened or extended by the Company depending on the Company's needs.

- a) An employee can be hired on a full-time or part-time basis for the duration of the season only.
- b) Payment will be the appropriate full-time or part-time rate. In addition the employee will accrue statutory annual leave and sick leave provisions.
- c) The Company will terminate employment by giving at least one week's notice.
- d) Seasonal employees are not eligible for any form of redundancy payment or long service leave.

7. AFTERNOON SHIFT

- a) The afternoon shift will commence after the normal starting time for day workers and finish between 5.30pm and 11.30pm.
- b) An afternoon shift loading will be paid at the rate of 15% of the weekly base rate of pay, excluding allowances.
- c) The Company will give existing employees, in the first instance, the opportunity to

work afternoon shift.

8. TAKING OF R.D.O.'s

All R.D.O.'s shall be banked as they accumulate. Having regard to the seasonal nature of the work, and employee will mutually agree with their supervisor when to take these days.

9. PICNIC DAY

The parties mutually agree to withdraw the annual Picnic Day. In compensation employees received a proportion in their July 1996 wage payment.

10. PUBLIC HOLIDAYS

Full time employees will receive 8 hours base rate of pay on a Public Holiday and if they work, a minimum of 5 hours at double time and one half will be paid.

11. DISPUTES PROCEDURE

- a) In the event of an employee having a grievance, the employee in the first instance must take the matter up with their supervisor providing the supervisor with the opportunity to remedy the grievance.
- b) If the matter remains unresolved, it shall be referred to the Union delegate who shall consult the Company Site Personnel Manager or authorised alternative Company Management representative.
- c) If the matter remains unresolved, it shall be referred to the secretary of the Union (or his/her representative). This official shall discuss it with the Company Site Personnel Manager or authorised alternative Company Manager, before any form of direct or indirect industrial action is taken.
- d) If the matter remains unresolved, either party shall have the right to notify the NSW Industrial Relations Commission.
- e) No party shall be prejudiced as to the final settlement by the continuance of work in accordance with this Agreement.
- f) In the event of a party failing to observe these procedures, the other party may take such steps as are open to resolve the matter.
- g) The parties shall at all times, confer in good faith and without undue delay.
- h) During the discussions, "the status quo" shall remain and work shall proceed normally in accordance with this Agreement and without stoppage or the imposition of any ban, limitation or restriction. "Status quo" shall mean the situation existing immediately prior to the dispute or the matter giving rise to the dispute.

12. INDIVIDUAL GRIEVANCE PROCEDURE

Every individual employee may raise a grievance regarding any aspect of their employment with their supervisor. This grievance should be resolved quickly and cooperatively to the mutual satisfaction of all concerned. The resolution may involve discussions with other employees, Union officials, management and any other people who can facilitate resolution.

13. DEMARCATION AGREEMENT

It is recognised that currently there is no demarcation between workgroups on the sites which assists the business in meeting the demands of the competitive market. The Company will support any training of employees necessary to facilitate agreements to continue this flexibility.

At all times the competency of employees to perform the work and the safety of all are paramount.

14. PERFORMANCE OF REQUIRED DUTIES

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

15. BACKING TRUCKS OFF DOCK

By agreement with members of the Australian Meat Industry Employees Union on the site at North Rocks, it is agreed that employees who are members of that union will back trucks off the loading dock and attend to the associated duties when an appropriate TWU member is not available on the site. It is understood that the person would possess the appropriate driver's licence.

16. EMPLOYEE MEETINGS

Any meetings between employees and their union will be held outside of normal working hours with minimal disruption to the operation of the site. The Company will be notified with a minimum of 48 hours notice of any meeting by the members of the TWU and all meetings will take place not before 3pm on any one day.

SECTION C - BEST PRACTICE AND EMPLOYEE DEVELOPMENT

1. OBJECTIVES OF BEST PRACTICE

- a) The achievement of the highest possible efficiency and quality of our work and products as the common goal for all.
- b) Full job satisfaction where all employees are able to make an effective contribution to the business.
- c) A work environment where employees have an ability to influence and adapt to change in a positive and co-operative manner.
- d) Ensure that our employees are able to work in a co-operative atmosphere in which the worth, dignity and skills of each individual within the Company are respected and appreciated.
- e) Provide each employee with appropriate career development opportunities with access to more varied, fulfilling jobs within the Company and promote them on the basis of experience, skill and on the job performance.
- f) Enable all employees to benefit from a fair and equitable wages system through progress in the Employee Development Programme.

2. EQUAL EMPLOYMENT OPPORTUNITIES

Streets Ice Cream is an equal opportunity employer. All employees are entitled to work in an environment free from discrimination. The Company will recruit, employ and train personnel on the basis of experience, skills and on the job performance.

3. JOB DESCRIPTIONS

VAN SALESPERSON

General Objective/s of the job:

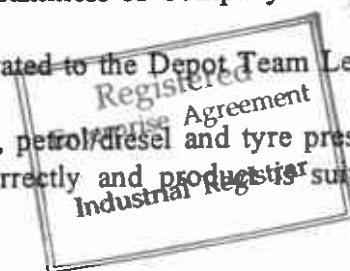
Distribute Company products to the trade in an effective and efficient manner, maintaining appropriate and acceptable customer relations and product quality in accordance with Company quality standards.

Fields of Responsibility:

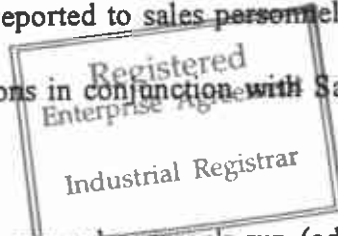
- * Carry out delivery of Company products in a saleable condition as nominated by sales invoices supplied by the Company and collect payment in accordance with approved terms. Under no circumstances will goods be delivered without an invoice. If goods are delivered without an invoice, the employee will be subject to site disciplinary procedures.
- * Together with the Depot Team Leader, determine outlet servicing call sequence, taking

into consideration such constraints as clearways, school canteen delivery times, outlet opening and closing times etc.

- * Work within specific time targets.
- * Maintain acceptable high level of customer relations when carrying out customer contact.
- * Placement of product into freezers including filling of baskets when necessary and any other reasonable incidental duties.
- * Report to the Depot Team Leader, all change of ownership, new and lost customers, customer queries, complaints and requests on the Company reporting forms provided.
- * Maintain internal and external cleanliness of Company vehicles.
- * Report all faults of vehicles operated to the Depot Team Leader.
- * Check and ensure that water, oil, petrol/diesel and tyre pressure etc. are correct and that refrigeration is working correctly and products suitably refrigerated before proceeding on run.
- * Account for all sales dockets and monies collected on behalf of the Company, for deliveries made and accounts collected.
- * Writing credit dockets.
- * Cash handling and banking of cash as per agreed procedure.
- * Undertake merchandising activity as required:
 - a) Supply of merchandising materials for new lines, price increases etc. to outlets.
 - b) Engaged in placement of new displays, merchandising aids and promotional material etc., as directed by Company Management [from time to time].
 - c) Distribution of Price List
 - d) Any reasonable incidental duties.
- * Must always wear clean Company uniforms as supplied and responsible to maintain uniforms in proper order.
- * Account for all stock actually on the vehicle.
- * Ensure stock and vehicle is safe and secure when unattended for long periods.
- * Drive Company vehicle in a safe and responsible manner.



- * Undertake when rostered or required, delivery vehicle loading activities.
- * Working in various environmental conditions.
- * Working with limited supervision.
- * Ensure targeted range is being stocked to meet general sales merchandising objectives and any non-adherence by stores is reported to sales personnel.
- * Participate in area/customer discussions in conjunction with Sales personnel.



Additional Deliveries:

Additional deliveries will be added onto the van salesperson's run (add-ons).

These deliveries have generally, in the past, been classified as "special runs" because these orders are placed at a later time than usual.

These "add-ons" will be added to the van salesperson's run or delivery after the run is completed.

Product Launches:

Every time a new product or promotion is launched, with the assistance of Telesales and Area Managers all merchandising material will be placed in the appropriate position to assist in a successful launch.

Off Season Duties:

Duties during the off season (April to June) will focus on merchandising cabinet relaying activities.

Job Requirements:

- * Sound knowledge of English, both written and verbal.
 - * Possess a Class 3B licence - this must be valid at all times #.
 - * Sound driving record and knowledge of Sydney metropolitan roadways.
 - * Possess ability to plan and organise own work.
 - * Experience in dealing with the public.
 - * Experience in cash handling.
 - * Ability to work in cold environment.
 - * Sound knowledge of roads and traffic regulations.
 - * Possess basic clerical abilities.
 - * Ability to work unsupervised and under time restraints.
 - * Preferably School Certificate or equivalent
- # If any employee is disqualified from having their driver's licence, they may automatically lose their position with the Company.

DEPOT TEAM LEADER

General Objective/s of the Job:

To supervise and assist in the receipt and distribution of the Company's products to achieve the Company's operational and sales objectives.

Fields of Responsibility:

- * Perform van run in the distribution of Company products, as detailed by the Van Salesperson's job description, when required. The responsibilities related to the Van Salesperson apply in total.
- * Supervise and load M.S.U.'s supplied by RDC to correct vehicle nominated.
- * Deliver special orders and any other reasonable incidental duties.
- * Supervise care and cleanliness of vehicles and arrange their maintenance and repair. Ensure that insurance claims are made out for any damage to Company vehicles or third party vehicles which may occur.
- * Bank Company monies and maintain depot records including van stock issues and returns, petrol and distillate stocks, statistics, petty cash, workers compensation claims, vehicle records, docketing and any other reasonable incidental duties.
- * Supervise collection of undercharges and refund overcharges, as advised by Head Office. Supervise collection of short pays, dishonoured cheques. Supervise collection of temporary credits.
- * Ensure proper control and care of depot furniture, equipment and building.
- * Maintain depot security, safety and good house-keeping.
- * Supervise product quality and submit product complaints where necessary.
- * Liaison with Supply Planning Manager re: stock variances on M.S.U.'s.
- * Ensure that stock and M.S.U.'s are returned promptly to the RDC.
- * Account for monies and dockets collected for special orders delivered from the RDC promptly.
- * Exercise strict control on all Company products, that they are kept under proper refrigeration. Check vans regularly for temperature control.
- * Answer telephone/personnel queries from customers, public and internal Company departments.



- * Accept and consolidate product returned from delivery vehicles and ensure prompt return to RDC.
- * Prepare the fleet for AM loading of M.S.U. and advise RDC management of same.
- * Operate forklift trucks where applicable, and materials handling equipment in a safe and responsible manner.
- * Liaise between management and van salespeople.
- * Ensure targeted range is being stocked to meet general sales merchandising objectives and any non-adherence by stores is reported to sales personnel.
- * Participate in area/customer discussions in conjunction with Sales personnel.

Product Launches:

Every time a new product or promotion is launched, with the assistance of Telesales and Area Managers all merchandising material will be placed in the appropriate position to assist in a successful launch.



Off Season Duties:

Duties during the off season (April to June) will focus on merchandising cabinet relaying activities.

Job Requirements:

- * Sound knowledge of English, both written and verbal.
 - * Have a Class 3B licence - this must be valid at all times #.
 - * Minimum 3 years as a Streets Van Salesperson.
 - * Possess ability to plan and organise their own work and that of others.
 - * Plan for several activities on work load.
 - * Good written presentation skills.
 - * Communicate effectively with both management and all employees.
 - * Possess ability to lead and control staff.
 - * Sound driving record.
 - * Sound knowledge of Sydney metropolitan area.
 - * Sound knowledge of roads and traffic regulations.
 - * Preferably School Certificate or equivalent
- # If any employee is disqualified from having their driver's licence, they may automatically lose their position with the Company.

4. TRAINING

During the period of this Agreement, a training needs analysis will be undertaken in order to assess the development needs of the team. Specific training will be developed and delivered to drivers and may cover the following areas:

Customer Enquiries procedures
Sexual Harassment awareness
Merchandising and Freezer Layout
Customer Service
Team Leadership

The parties agree that employees may undertake training for a wider range of duties and/or access to higher levels in accordance with the definitions, procedures and training standards laid down in this Agreement.



**AN ENTERPRISE AGREEMENT
MADE BETWEEN**

**UNILEVER AUSTRALIA LTD
(Streets Ice Cream Division)**

AND

**INDUSTRIAL ORGANISATIONS REPRESENTING
EMPLOYEES OF THE COMPANY**

*Registered
Enterprise Ag.*
Signed for and on behalf of:

TRANSPORT WORKERS' UNION

David Hutchins



**UNILEVER AUSTRALIA LTD
(Streets Ice Cream Division)**

David Letchman