

ENTERPRISE AGREEMENT

NO: E.A. 54 /1992

DATE REGISTERED: 24-12-92

PRICE: \$ 52-00

STREETS ICE CREAM

MANUFACTURING
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

1. TITLE

This Agreement shall be known as the Streets Ice Cream Manufacturing Agreement.

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3. PARTIES AND DURATION

This agreement shall come into operation from the beginning of the first pay period commencing on or after the registration of the Agreement and shall continue in force for a period of one year, and shall continue in force thereafter until varied or rescinded by the parties, provided that the parties agree to negotiate with a view to establishing a new agreement prior to the expiration of this agreement.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 to this agreement are:-

1. Unilever Australia Limited, Streets Ice Cream Division in respect of its operations at Turrella and Arncliffe in the State of New South Wales, "the Company", and
2. The following unions:
 - Food Preservers' Union of Australia, New South Wales Branch
 - National Union of Workers, New South Wales Branch
 - The Australasian Meat Industry Employees' Union, New South Wales Branch.

The parties undertake not to pursue any extra claims under this Agreement except where consistent with State Wage Case principles. This means that the wage rates in this Agreement shall be varied during its life for a general wage increase granted by the Industrial Commission of NSW provided that the principles of the relevant State Wage Case were met in a separate application by the parties.

4. DEFINITIONS

For the purposes of this Agreement unless a contrary intention is specified:

1. "Adult employee" means an employee of the age of eighteen years or more.
2. "Company" means the "Streets Ice Cream Pty. Limited division of Unilever Australia Limited" in respect of its Turrella and Arncliffe New South Wales operations.
3. "Union" means any one or all of the unions respondent to this Agreement.

5. STRUCTURAL EFFICIENCY AND ENTERPRISE BARGAINING

- (a) Arising out of the decision of the NSW Industrial Commission of 1989 in the State Wage Case and in consideration of the wage increases resulting from the structural efficiency adjustments employees are to perform a wider range of duties including work which is incidental or peripheral to their main tasks or functions.
- (b) The parties to this Agreement are committed to implementing the new wage and classification structure which is set out within this Agreement. In making this commitment the parties:

- (i) reaffirm that wage increases arising from broadbanding and the 'minimum rates adjustment' are subject to absorption into existing overaward payments;
- (ii) 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.
- (iii) will co-operate in the transition from the existing wage and classification structure to the new wage and classification structure to ensure that the transition takes place in an orderly manner without creating false expectations or disputation

The parties also note the guidelines for enterprise bargaining in the March 1992 State Wage Case and in particular:

- (i) The need for productivity payments to relate directly to the value of any increased productivity achieved (point 8).
- (ii) The need for a consultative approach and a mutual acceptance of self-regulation between the parties (point 9).
- (iii) The important role of consent and co-operation in industrial relations (point 10).

This agreement is consistent with these principles.

6. 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.

7. RATES OF PAY

The rates of pay for each classification as defined in Part C are:

	Stage One \$	Stage Two \$
Level 1	380	390
Level 2	410	420
Level 3	430	440
Level 4	445	455
Level 5	465	480

- Note:
- Rates of pay at Stage One reflect increases due to broad banding, productivity and efficiency gains and will be paid upon acceptance of the Agreement by the Commission.
 - Rates of pay at Stage Two will be paid once descriptions for each classification have been agreed provided that Stage Two shall be paid not less than six months after Stage 1.

SECTION B - OTHER TERMS AND CONDITIONS

1. HOURS OF SHIFT WORK

- (a) The ordinary hours of work shall be an average of 38 per week.
- (b) The ordinary hours of work shall be worked on any day Monday to Friday.
- (c) The ordinary hours of work shall not exceed:
 - (i) one hundred and fifty-two in any twenty eight day period
 - (ii) eight in one day
 - (iii) forty in any one week
- (d) Any other cycle may be agreed between management and employees provided it has a weekly average of 38 ordinary hours.

2. SHIFT WORK

- (a) This Agreement provides for shift work on the following basis:
 - (i) Day Shift.
 - (ii) Night Shift.
 - (iii) Afternoon Shift.

- (b) *Definitions:*

For the purpose of this clause:

"Day Shift" means any shift finishing between 3:00pm and 6:00pm.

"Afternoon shift" means any shift finishing between 6:00pm and midnight.

"Night shift" means any shift finishing between midnight and 8:00am.

"Rostered shift" means a shift of which an employee has at least 7 days notice.

In accordance with the definition of Rostered Shift, the Company may change the shift of any employee by giving seven days notice of the change.

- (c) *Crib Break & Rest Periods*

Twenty minutes shall be allowed to shift workers each shift and shall be counted as time worked. An employee shall not be required to work more than five hours without a break for a meal. Two rest periods of ten minutes each shall also be allowed during a shift and shall be counted as time worked.

- (d) *Shift Allowances*

A shift worker on afternoon shift shall be paid 15% more than their ordinary rate.

Shift workers on night shift shall be paid 30% more than their ordinary rate of pay.

- (e) Where the last ordinary shift for the week commences on a Friday night and goes into Saturday morning then all of the ordinary hours worked on this shift shall be paid at ordinary rates.

Where ordinary shifts commence between 11:00pm and midnight on a Sunday or holiday, the time so worked before midnight shall not entitle the employee to the Sunday or holiday rate; provided that the time worked by an employee on a shift commencing before midnight on the day preceding a Sunday or Holiday and extending into a Sunday or holiday shall be regarded as time worked on such Sunday or holiday.

Where shifts fall partly on a holiday, that shift, the major portion of which falls on a holiday shall be regarded as the holiday shift.

- (f) *Variation by Agreement*

The method of working shifts may in any case be varied by agreement between the Company and the employees to suit the circumstances of the Company. The time of commencing and finishing shifts, once having been determined, may be varied by agreement between the Company and the employees to suit the circumstances of the Company or in the absence of agreement by the seven days notice of alteration given by the Company to the employees.

3. OVERTIME

- (a) For all work done outside ordinary hours fixed in accordance with this Agreement the rates of pay shall be time and one-half for the first two hours and double time thereafter. Such double time to continue until the completion of the overtime work. All overtime worked on Saturday shall be paid at double time.

The hourly rate, when computing overtime shall be determined by dividing the appropriate weekly rate by 38.

- (b) Rest Period After Overtime - When overtime work is necessary it shall wherever reasonably practicable, be so arranged that the employees have at least ten consecutive hours off duty between the work of successive days.

- (c) An employee (other than a casual employee) who works so much overtime between the termination of his/her ordinary work on one day and the commencement of his/her ordinary work on the next day that he/she has not had at least ten consecutive hours off duty between those times shall, subject to this subclause, be released after completion of such overtime until he/she has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

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

- (d) *Crib Time*

An employee working overtime shall be allowed a rest period of ten minutes if working two hours overtime or a crib break of twenty minutes if working four hours overtime. An additional crib break of twenty minutes shall be allowed for each additional four hours of overtime worked. All crib breaks and rest periods in this clause shall be treated as time worked.

The Company and employee may agree to any variation of this provision to meet the circumstances of the work in hand provided that the Company shall not be required to make any payment in respect of any time allowed in excess of twenty minutes.

(e) *Meal Allowance*

An employee required to work overtime before or after his/her ordinary hours for more than one hour without being notified on the previous day that he/she will be so required to work shall be paid \$7.10 for a meal and an additional \$7.10 for each further four hours so worked.

If an employee pursuant to notice has provided a meal or meals and is not required to work overtime or is required to work less than the amount advised he shall be paid as above prescribed for meals which he has provided but which are surplus.

(f) *Requirement to work Overtime*

The Company may require any employee to work reasonable overtime and such employee shall work overtime in accordance with this requirement.

(g) *Minimum Engagement Period*

Where an employee is called in to work overtime that is not continuous with their ordinary working hours then a minimum period of four hours work shall be guaranteed.

4. HOLIDAYS AND SUNDAY WORK

- (a) Employees shall be entitled to the following public holidays without loss of pay: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Queen's Birthday, Labour Day, Anzac Day, Christmas Day and Boxing Day, together with any day gazetted or proclaimed a public holiday in New South Wales.

An additional public holiday, known as a Picnic Day shall be taken at a date agreed in accordance with Clause 21. The entitlement to accrue a picnic day shall occur on the last Monday in October.

- (b) An employee shall be paid at the rate of double time for work done on Sundays.
- (c) An employee shall be paid at the rate of double time and one-half for all work done on public holidays excepting that all work done on Christmas Day and Good Friday shall be paid at the rate of treble time.
- (d) Where an employee is absent from his or her employment on the working day before or the working day after a public holiday, without the production of satisfactory evidence, the employee shall not be entitled to payment for such holiday.
- (e) An employee working on a Saturday, Sunday or public holiday shall be allowed a crib time of twenty minutes without deduction of pay after each four hours of work, if the employee continues work after such crib time.
- (f) Employees shall be engaged for a minimum of four hours on Saturdays, Sundays and Public holidays.

5. PAYMENT OF WAGES

The pay period for all employees will be weekly from Tuesday PM to Tuesday AM of the next week (all unscheduled overtime worked on the last day will be carried over to the next pay period) and 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 nett 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 will provide alternative monetary relief.

It is recognised that the new rates of pay in this 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.

6. CONTRACT OF EMPLOYMENT

- (a) All employees except casuals shall be on a weekly hire.
- (b) A casual employee is one engaged and paid as such. A casual employee for working ordinary time shall be paid one thirty-eighth of the weekly rate of pay in this Agreement for the work which he/she performs, plus 20 per cent, and in addition a payment of one twelfth as pro-rata annual leave. A casual employee shall be engaged for a minimum period of four hours.
- (c) A part time employee is an employee engaged on a weekly basis for a regular number of hours each week less than 32 but such hours shall not be less than 20. The weekly hours shall be worked at the same time and on the same days of the week, and all time worked outside the hours for weekly employees shall be paid as overtime. Such an employee for working ordinary time shall be paid per hour one thirty-eighth of the weekly rate prescribed by this Agreement, and where applicable the appropriate shift penalty shall be paid and the employee shall receive entitlements under this agreement on a proportionate basis.
- (d) *Termination of Employment*
 - (i) The employment of weekly employees may be terminated by a week's notice on either side given at any time during the week or by the payment or forfeiture of a weeks wages.
 - (ii) The employer shall provide to any terminated employee a written statement specifying the period of employment and the classification of the employee.
 - (iii) Abandonment of Employment - The absence of an employee from work for a continuous period exceeding three working days without the consent of the Company and without notification to the Company shall be prima facie evidence that the employee has abandoned their employment. The Company will attempt to make contact with the employee by means of a telegram sent to the employee's home address. If there is no reply within two working days which provides information on the reason for the employee's absence and their expected date of return to work then the employment will be terminated and the employee may forfeit up to one week's ordinary pay.

7. SICK LEAVE

- (a) An employee for the time being working under the agreement who is unable to attend for duty during his/her ordinary working hours by reason of personal illness or incapacity (including incapacity resulting from injury within the Workers' Compensation Act, 1987) not due to his/her own serious and wilful misconduct, shall be entitled to be paid at ordinary time rates of pay plus the appropriate shift penalties for the time of such non attendance: Provided that he/she shall not be entitled to paid leave of absence for any period in respect of which he/she is entitled to Workers' Compensation.
- (b) An employee shall within 6 hours of the commencement of such absence or within such time as is practicable for the employee inform the employer of his/her inability to attend for duty and, as far as possible, state the nature of the injury or illness and the estimated duration of incapacity.
- (c) The employee shall prove to the satisfaction of the employer (or in the event of a dispute, the Industrial Commission of New South Wales) that he/she is or was unable, on account of such illness, to attend for duty on the day or days for which payment under this clause is claimed.
- (d) Except as herein provided, he/she shall not be entitled in the first year of employment to leave in excess of 5 days, and 10 days in the second and subsequent years of employment. Sick pay entitlement for part day absences shall be calculated on a proportionate basis.
- (e) The rights under this clause shall accumulate from year to year, so that any part of the sick leave which has not been allowed in any year may, subject to the conditions prescribed by this clause, be claimed by the employee and shall be allowed by the employer in any subsequent year of employment.
- (f) The payment for any absence on sick leave in accordance with this clause during the first month of employment of an employee may be withheld by the employer until the employee completes such one month of employment at which time the payment shall be made.
- (g) For the purpose of this clause, continuous service shall be deemed not to have been broken by any absence from work on leave granted by the employer. Provided that any time so lost shall not be taken into account in computing the qualifying period of one month.
- (h) For all employees who terminate employment for reasons other than serious and wilful misconduct and who have 12 months service or more their sick leave balance at the time of termination shall be paid out provided that the payment does not exceed fifty days.
- (i) Accumulated leave at the credit of the employee at the commencement of this Agreement will not be increased or reduced by this clause.
- (j) Single Day Absences - In the case of an employee who claims to be allowed paid sick leave, in accordance with this clause, for an absence of one day only, such paid sick leave on more than two occasions for one day only, shall not be entitled to payment for the day claimed unless he/she produces to the employer a certificate of a duly qualified medical practitioner that in his/her, the medical practitioner's opinion the employee was unable to attend for duty on account of personal illness or on account of injury by accident. Nothing in this subclause shall limit the employer's right under paragraph (c), of this clause.

8. ANNUAL LEAVE

See Annual Holidays Act, 1944.

9. ANNUAL LEAVE LOADING

- (a) Annual leave loading shall be paid on all leave taken as an entitlement under the Annual Holidays, Act 1944.
- (b) Loading is not payable on any leave taken in advance provided that if the employee continues in employment until the day when they would have become entitled to the leave the loading then becomes payable for the leave taken.
- (c) The loading shall be 17.5% of the ordinary rate of pay for the employee and is paid in addition to the ordinary rate of pay.
- (d) Where the average pay of the employee exceeds the amount that would be due under part (c) then the average pay shall be used as the rate payable for annual leave instead of the 17.5% loading.
- (e) When the employment of an employee is terminated by the Company for a cause other than misconduct and at the time of termination the employee has not been given and has not taken the whole of an annual holiday to which he/she has become entitled he/she shall be paid a loading calculated in accordance with (c) or (d) for the period not taken.
- (f) "Average pay" shall be calculated for this clause on the basis of the total taxable income received over the previous fifty two weeks up to the end of the last completed pay week in the month prior to the employee taking the leave. For employees with less than 52 weeks continuous service, average pay shall be calculated on the basis of the total taxable income received over the period of employment and divided by the actual number of weeks worked.

10. LONG SERVICE LEAVE

See Long Service Leave Act, 1955.

11. BEREAVEMENT LEAVE

An employee on weekly hiring (including part time employees) shall be entitled to a maximum of three days leave without loss of pay on each occasion and on production of satisfactory evidence of the death of the employee's grandparents, husband, wife, father, mother, brother, sister, child, stepchild or parents-in-law. For the purposes of this subclause the words "wife" and "husband" shall include de facto wife or husband and the words "father" and "mother" shall include foster father or mother and stepfather or mother.

12. JURY SERVICE

Employees required to attend for jury service during their ordinary working hours shall be reimbursed by the Company an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount of wage they would have received in respect of the ordinary hours they would have worked had they not been on jury service. Employees shall notify the Company as soon as possible of the date upon which they are required to attend for jury service. Further, employees shall give the Company proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

13. SHOP STEWARDS AND UNION OFFICIALS

- (a) An employee appointed shop steward in the department in which they are employed shall upon notification thereof to the Company, be recognised as the accredited representative of the Union to which they belong. An accredited shop steward shall be allowed the necessary time during working hours to interview the Company or its representative on matters affecting the employees whom they represent.
- (b) Subject to the prior approval of the Company which shall not be unreasonably withheld, an accredited shop steward shall be allowed at a place designated by the Company a reasonable period of time during working hours to interview a duly accredited Union official of the Union to which he belongs on legitimate Union business.
- (c) Any union official of the unions party to this Agreement may enter the premises where members of the union or persons in the same calling as such members are engaged for the purpose of conversing with or interviewing the employees or for the purpose of investigating any suspected breach of this Agreement or the Act. The official may also inspect the pay records of members for the purpose of investigating any suspected breach of the Agreement.

14. FIRST AID

An employee appointed by the Company to perform first aid duties and who is the current holder of an appropriate first aid qualification (generally accepted as being the St. John's Ambulance First Aid Certificate) shall be paid an allowance of the rate of \$8.10 per week.

15. DISPUTES SETTLING PROCEDURE

- (a) In the event of an employee having 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 appropriate representative of the management.
- (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 a senior representative of the Company.
- (d) If the matter remains unresolved, either party shall have the right to notify the Industrial Registrar.
- (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.

16. 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 co-operatively 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.

17. CONSULTATION

Streets Ice Cream will continue to take every opportunity to develop practices which lead to the strengthening of the direct Management and Employee relationship which enables employees to identify with the performance of the Company. The Consultative process is one such element in which all employees are able to make a contribution to the decision making processes of the Company.

In recognition of the need for a joint approach to problem solving in the industry, the parties commit themselves to the following:

To establish a consultative process to consult regularly at three different levels:

- I Site level - including representatives from all departments on the site.
- II Manufacturing Group - including representatives of all employees covered by this Agreement and meeting as a Committee as set out in Appendix A of this Agreement.
- III Work Teams - including all employees in each work team.

18. SUPERANNUATION

a) *Definitions*

- "Union Fund" means an approved superannuation fund, other than the Unilever Australia Retirement Fund, the trustee or trustees of which are empowered to accept the payments prescribed by this Agreement in respect of an employee and who do not require the Company to become in any way a participant or be otherwise involved in the fund.
- "Employee" means an employee of the Company who is a member of the relevant Trade Union as set out in this Agreement and shall include full-time, part-time and casual employees.
- "Ordinary time earnings" means that part of an employee's remuneration, calculated as a weekly sum from time to time as set out below, prescribed in Section A of this Agreement which is paid for "all purposes" (e.g. in calculating payment for overtime). The ordinary time earnings in respect of each employee shall be calculated at the date of commencement of this Agreement or at the date of the commencement of employment (whichever is the later) and the sum so calculated shall be the ordinary time earnings of the employee until the next following 1st July when the sum shall be re-calculated at that date and the sum so re-calculated shall be the ordinary time earnings of the employee until the next following 1st July and so on from year to year.
- "The Company" means Unilever Australia Limited.

"The Union" means one of the Unions set out under Parties and Duration of this Agreement.

(b) *Contributions*

(i) Subject to the other provisions of this Clause, the Company in respect of each week of employment of an employee, shall, in respect of that employee, pay an amount equal to 3 percent of that employee's ordinary time earnings to the Trustee or Trustees of either:

(a) The Unilever Australia Retirement Benefit Fund,

or

(b) Labor Union Co-operative Retirement Fund,

or

(c) Meat Industry Employees Superannuation Fund Pty Ltd

or

(d) Food Industry Superannuation Trust

nominated by the employee at the election of the employee.

(ii) The amount payable in respect of an employee pursuant to Sub-Clause i) shall be reduced by one thirty-eighth of the employee's ordinary time earnings in respect of each hour, or part thereof, of that employees ordinary time during which that employee is not entitled to be paid wages.

(iii) An employee's election pursuant to this Agreement shall be in writing and in such terms as the Company may reasonably require.

(iv) An employee having made an election pursuant to this Agreement, shall be entitled to review that election once only at any time in the future by giving to the Company and the Union, one calendar months written notice of such desire and upon such notice being given:

(a) If the employee is at that time a member of the Unilever Australia Retirement Benefit Fund, the Company will procure the Trustee thereof to transfer to the Trustee of the Union Fund such employee's entitlement to benefits as determined by the Unilever Australia Retirement Benefit Fund's Actuary, and

(b) if the employee is at that time a member of the Union Fund the Union shall procure the Trustee thereof to transfer to the Trustee of the Unilever Australia Retirement Benefit Fund, such employees entitlement to benefits as determined by the Union Funds Actuary,

and upon such transfers taking place the employee's membership of his/her old Fund shall cease and the Company shall thereafter pay its contribution under this Agreement to the employee's new Fund.

(v) An employee of the Company who has, whilst an employee of the Company but prior to being covered by this Agreement, made an election of the type referred to in Sub-Clause i) shall not, upon becoming covered by this Agreement be entitled to change the election, and the previous election shall be deemed to be the employee's election pursuant to this Agreement.

- (vi) An employee shall make an election within 14 days of becoming an employee.
- (vii) The Company shall not be obliged to make any payment in respect of an employee who fails to make an election within the time prescribed in Sub-clause (vi) until such an election is made.
- (viii) The payment required to be made by the Company pursuant to this Agreement shall be made monthly.
- (ix) The Company shall not be required to become a participant or otherwise involved in a Union Fund.

19. MIXED FUNCTIONS

Employees engaged for more than two hours during one day or shift (or ten hours during one week) on duties carrying a rate higher than their ordinary classification, shall be paid the higher rate for such day or shift. If for two hours or less during one day or shift (or ten hours during one week), payment will be made at the higher rate for the time so worked. If an employee is called upon to undertake work carrying a lower rate of pay he/she shall suffer no reduction in rate.

20. 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 Award 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.

21. TAKING OF RDO's and PICNIC DAY

All RDO's and the annual Picnic day shall be banked as they accumulate. Having regard to the seasonal nature of production these days shall then be taken as follows:

1. Up to five days may be taken in any year for plant shutdown as determined by management provided that eight weeks notice of the dates of such a shut down is given.
2. Five days shall be taken by means of a staggered roster published by management in February to cover the March to September period with not more than one day off per person each month. The days off shall all be scheduled on Mondays or Fridays. An individual employee may agree with their supervisor to substitute their days in this roster for other days.
3. The remaining days will be taken by agreeing between employees and management days that will make the best use of public holidays as they occur throughout the year.

22. DEMARCATION AGREEMENT

All unions and employees agree that where discussions with the Company, Unions and employees enable the reduction of demarcation lines, the parties are prepared to participate in such discussions and implement agreed changes. The Company will support any training of employees necessary to facilitate agreements to reduce lines of demarcation.

23. COLD TEMPERATURE WORK IN ROOM 16 AND ROOM 17

- (a) All employees working in Room 16 shall be paid 80 cents per hour in addition to their ordinary rate in recognition of the fact that they may be working in temperatures down to minus 18 degrees celsius.
- (b) All employees working in Room 17 shall be paid \$1.23 per hour in addition to their ordinary rate in recognition of the fact that they may be working in temperatures below minus 25 degrees celsius.

These allowances shall be included in the all purpose rate payable to employees working in the respective areas.

Every employee working in a freezer room shall be supplied according to the nature of his/her work with a blanket suit, gloves, freezer boots and suitable head covering.

24. LEAVE RESERVED

Leave is reserved to the Unions to discuss with the Company a review of clause 23 Cold Temperature Work in Room 16 and Room 17 should the temperature in Room 16 or 17 be lowered to minus 30 degrees celsius.

SECTION C

EMPLOYEE DEVELOPMENT PROGRAMME

1. OBJECTIVES OF THE EMPLOYEE DEVELOPMENT PROGRAMME

- (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 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 Program.

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 SECURITY

The Objective of this agreement is to increase productivity over a period of time. The training program of itself will not produce redundancies. Longer term employment levels may be varied but any reduction will be achieved by attrition. Where this would produce shifts in union membership this will be the subject of prior consultation between the parties. It should be noted that these provisions relate to the training agreement only, and do not provide any guarantee that redundancies may not occur for other unforeseen reasons.

4. TRAINING

Where it is appropriate for an individual to undertake additional training to upgrade work related skills, the Company will provide and deliver relevant training programmes.

The Company training programmes will include "in-house" training modules designed to ensure appropriate employees are trained in the specific technology associated with ice cream manufacturing.

5. EMPLOYEE DEVELOPMENT MODULE OVERVIEW

<u>LEVEL</u>	<u>EMPLOYEE JOB PROFILE</u>
1	Packer (ice cream) General Hand (ice cream) Packer (cones) General Hand (cones) General Hand (Cold Store)
2	Trainee Operator/Trainee Baker Senior Packer (ice cream) Packer Leading Hand (cones) Grade 1 Operator Grade 2
3	Baker Storeman Room 16 (F/lift) Cold Room 17 Hand Storeman Grade 1 Storeman Grade 2 Operator Grade 1 Cake Decorator
4	Senior Operator/ Mixer Room 16 Leading Hand Grade 1 Room 16 Leading Hand Grade 2 Baker Charge Hand Grade 1 Baker Charge Hand Grade 2
5	Packer Trainer Production Trainer Mix Room Technician Stores Administrator Grade 1 Stores Administrator Grade 2 Production Technician

6. EMPLOYEE DEVELOPMENT MODULE SKILLS MATRIX

<u>LEVEL</u>	<u>SKILLS MATRIX</u>
1.	TQ Introduction
2	Level 1 + Introductory Operator Training Quality -Key Brand Attributes- Operator QC Basic Cone-Baking Introduction to Ice Cream Making Inventory Control
3	Level 2 + Advanced Operator Training Introduction to Materials Management Microbiology Fork Lift Licence Truck Licence Total Quality - Further Tools Basic Mechanics
4	Level 3 + Statistical Process Control People Interaction in a Team Ice Cream Processing Personal Computer Skills HAZOP Analysis
5	Ice Cream Technology Supervisory Skills Computer Training

APPENDIX A

ENTERPRISE CONSULTATIVE COMMITTEE CONSTITUTION

PREAMBLE

Agreement has been reached between the Unions and the Company on the establishing of an Enterprise Consultative Committee (ECC).

OBJECTIVES

The parties agree that ECC will work to assist the introduction of change to:

- Improve job security and career opportunities for employees.
- Increase the efficiency, productivity and competitiveness of the enterprise through agreed means and in accordance with the Structural Efficiency Clause of this agreement.
- Improve the consultative and decision-making processes within the company.
- Breakdown barriers between and within departments that reduce effectiveness in production and storage of ice cream.
- Increase productivity, quality, efficiency and hygiene.
- Develop training plans.
- Reduce waste and costs.
- Increase competitiveness of manufacturing to broaden markets e.g. export.
- Improve working conditions, amenities and environment.

FUNCTIONS OF ENTERPRISE CONSULTATIVE COMMITTEE

The ECC may discuss measures including:

- Future plans including product development.
- Introduction of new technology, machines, associated layout training, job numbers and skill requirements.
- Improvements to systems of training.
- The company's affirmative action policy and program and equality of opportunity within the workplace.
- Management practices and organisational change.
- Any other matter raised by union or management which impact on the union membership or the efficiency of the company.
- The committee will discuss the implementation of restructuring.
- Introduction of major capital works.
- Implication of the introduction of TQM principles.

Provided that:

- Occupational health and safety issues should be dealt with through normal occupational health and safety systems and procedures wherever possible.
- Current industrial disputes should not be discussed as these are dealt with through the normal union/management procedures.

PRINCIPLES AND PROCEDURES

1. MEMBERSHIP

- 1.1 The ECC shall consist of Union representatives and management representatives, provided that the Union representatives shall comprise at least half of the committee membership.
- 1.2 There shall be a minimum of five union representatives on the committee. The number of representatives of both management and unions may be varied to ensure proper representation and also the smooth functioning of the Committee.
- 1.3 Elections for union representatives shall be conducted by the union.
- 1.4 The initial committee representatives shall be elected for a twelve month period.
- 1.5 A union representative on an ECC may be removed by a majority vote of union members at the enterprise if it is deemed that his/her performance on the committee is unsatisfactory to members, provided that such a vote of members shall only be taken after consultation between the union representatives, shop stewards and the State office of the Union.
- 1.6 Shop stewards who are not also ECC members and officials of the union shall have the right to attend and speak at committee meetings, but shall not have the right to prevent the Committee from reaching a consensus in a final recommendation.
- 1.7 A member of the committee shall cease to be recognised as such upon termination of employment within the company.
- 1.8 A union representative shall cease to be recognised if he/she assumes a staff position with the company or resigns from the union.

2. OFFICE BEARERS

2.1 CHAIRPERSON

The chairperson shall be a member of the committee and shall have one vote only.

The position of chairperson will rotate every six months between a union representative and a management representative.

Where it is the turn of the union representatives to provide a chairperson from their number, they shall meet to determine their nominee and inform the committee of their decision.

The decision as to whether the union or company representatives shall supply the initial chairperson shall be made by lot.

Chairpersons Duties

The chairperson shall:

- (i) Call special meetings of the committee as required.
- (ii) Understand the format and procedures of the meetings.
- (iii) Be familiar with the agenda and come to the meeting prepared.
- (iv) Indicate clearly on the agenda as to whether each item is 'for information', 'for discussion' or 'for final recommendation'.
- (v) Liaise with the deputy chairperson and the secretary of the committee over the drafting of the agenda for, and draft minutes of, each meeting.
- (vi) Open each meeting of the committee and ensure that it follows the agenda.
- (vii) Maintain the meeting in order by encouraging participation and by leading the meeting.
- (viii) To ensure that if the previous minutes require amendment prior to their confirmation that these alterations are made prior to signing the minutes.
- (ix) To allow all members of the committee to put their point of view.
- (x) To close the meeting and make known the date, time and place of the next meeting.
- (xi) To liaise with the Secretary after the meeting and prepare the minutes of the meeting.

2.2 DEPUTY CHAIRPERSON

The deputy chairperson will be a representative of the group to which the Chairperson does not belong.

When the Chairperson is absent from the committee meetings, the Deputy Chairperson shall assume the Chairperson's role.

Following the Chairperson serving his/her 6 month term the Deputy Chairperson shall become the Chairperson and a new Deputy Chairperson shall be nominated by the relevant party.

2.3 SECRETARY

A person shall be allocated to the committee by management to:

- draw up and issue agendas
- record minutes of meetings and distribute them
- receive and record correspondence
- provide typing and photocopying services
- arrange meeting times and venues
- note correspondence received

The secretary shall not be a member of the committee and will not participate in reaching consensus or discussions on agenda items.

3. PROXIES

- 3.1 Both parties may nominate proxy representatives to the committee, who may participate in meetings in the absence of a committee member.
- 3.2 All rights and obligations extended to committee members will be transferred to the proxy whilst they participate in meetings or undertake committee work.

4. QUORUM

A quorum shall consist of a majority of management and a majority of union representatives.

5. MEETINGS

Meetings shall be held at least once a month or when specially convened through the Chairperson.

6. AGENDA

- 6.1 The agenda is to be prepared and distributed by the Secretary to all committee members at least five (5) working days prior to meetings. Any committee member may submit agenda items.

Management members shall submit as agenda items all significant matters which may impact upon employees at the final planning stage prior to implementation.
- 6.2 Appropriate information shall be provided with each agenda item submitted.
- 6.3 Agenda items may be raised for next meeting whilst a meeting is in progress.
- 6.4 Issues of importance but not noted on the finalised agenda can be raised at the meeting and by agreement of the committee discussed at the meeting.
- 6.5 Provision shall be made available within the agenda to review the resolutions of previous meetings to see if they have been acted upon, what progress is being made and who was responsible for acting upon the decision.
- 6.6 Where an agenda item refers to changes in working hours or days of work, rosters, shift work, arrangement of leave, job and pay classifications and structures, or other matters impacting substantially on the terms and conditions of employment, it is necessary for the committee to consult widely with all members affected on the site. If the agenda item requires an agreement between employees and management on any of the above or other Award related matters then agreement must be sought at the outset from:
 - I. The relevant Unions
 - II. Senior Management

Where appropriate all agreements would be registered and ratified by the Industrial Relations Commission of NSW.

7. MINUTES

Minutes shall be circulated to committee members for verification prior to posting on the notice boards. Every effort shall be made to have minutes publicised within 5 working days of the meetings. A copy of the minutes will be sent to the union branch offices. The minutes shall include:

- Attendees at the meeting
- Summary of the issues and alternatives proposed with brief supporting documents
- Recommendations made, the time frame for consideration of the recommendations and who is responsible for follow-up
- Time frame for consideration of deferred items.

8. PREPARATION AND REPORT BACK TIME

Union members of the committee shall have adequate time and access to their membership:

- (i) prior to committee meetings to prepare their response and input to agenda items
- (ii) following committee meetings to report back to members when necessary, on issues discussed
- (iii) to report back to State Union officials
- (iv) to attend to other committee business.

9 DISCRIMINATION

Management shall not discriminate against an employee because the employee is a member of the Consultative Committee.

10 RIGHTS AND DUTIES OF REPRESENTATIVES

All members of the committee undertake to carry out their duties in a responsible and honest manner in the spirit of the agreement.

- To attend the meeting and be present a few minutes before the time stated on the agenda.
- To forward apologies to the secretary if unable to attend the meeting.
- To come to the meeting prepared, having read the minutes of previous meetings.
- To study the agenda beforehand and be prepared with notes to make contributions briefly, clearly and perhaps with illustrations on matters affecting them or those they represent.
- To communicate with constituents to establish their views and opinions on agenda items.
- To represent the views and opinions of those people they represent and not just their own.

- To speak on the basis of the facts presented and not on the basis of preconceived ideas not based on facts.
- Encouraging and assisting constituents to submit agenda items.
- Providing explanation of items recorded in the minutes.
- To report back to constituents on committee business

11. TRAINING REQUIREMENTS OF COMMITTEE MEMBERS

- 11.1 All members of the committee shall be entitled to training in order that they can represent the views of the parties to the best of their abilities.
- 11.2 Union representatives and proxies shall not participate in any committee meetings until they have attended a union-endorsed training course dealing with the role of consultative committees and their rights and duties as union representatives.
- 11.3 Each union representative and proxy shall be given paid leave to attend such courses, together with travel and accommodation costs where these are required.
- 11.4 Arrangements shall be made to cover the work of union representatives attending training courses.

12. DECISION MAKING PROCESS OF COMMITTEE

The committee shall reach final recommendations by consensus only. The purpose of consensus is to ensure that resolutions of the committee have the full and considered support of all members of the committee.

Reaching consensus shall mean that the following procedure shall apply to consideration of each agenda item:

- (i) The Chairperson shall introduce each agenda item.
- (ii) The Chairperson shall ask members for their views on each agenda item and shall encourage members to participate in the debate.
- (iii) A resolution to determine a final recommendation may be proposed by any member of the committee at the conclusion of discussion on each agenda item.
- (iv) Such a resolution shall only be adopted with the support of all members of the committee.
- (v) If any member of the committee opposes a resolution the agenda item shall not be dealt with until the following meeting.
- (vi) If, at a subsequent meeting, there remains only one member in opposition to a resolution, that committee member may be asked to withdraw his/her opposition.

13. DISPUTE SETTLEMENT

If the committee is unable to reach consensus, the settlement of disputes procedure in this Agreement may apply.

14. CONFIDENTIALITY AND INFORMATION SHARING

It is recognised that management will be unable to provide certain information, due to the fact that the information could compromise the competitiveness of the company.

Management agrees to make every effort to make available as much information as possible for the effective resolution of problems and for the genuine participation of the union in decisions.

15. UNION RESOURCES AND FACILITIES

Union representatives shall have the right of access to the following facilities and resources:

- (i) lockable filing cabinets
- (ii) typing facilities
- (iii) photocopying as required
- (iv) a telephone
- (v) meeting facilities
- (vi) transport where required

16. REVIEW OF COMMITTEE

Provision shall be made after 12 months for the review and evaluation of the Committee, its operation and procedures for the purpose of improving its performance and responsiveness to its stated objectives and functions.

This review shall be undertaken jointly by management, committee members and Union officials.

MADE BETWEEN

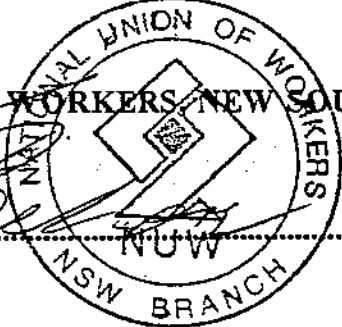
UNILEVER AUSTRALIA LTD
(Streets Ice Cream Division)

AND

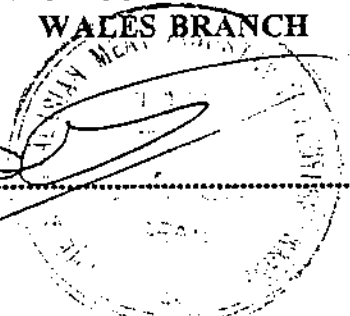
INDUSTRIAL ORGANISATIONS REPRESENTING
EMPLOYEES OF THE COMPANY

Signed for and on behalf of:

FOOD PRESERVERS' UNION OF AUSTRALIA, NEW SOUTH WALES BRANCH

J. L. Dawell
.....
NATIONAL UNION OF WORKERS NEW SOUTH WALES BRANCH
.....


THE AUSTRALASIAN MEAT INDUSTRY EMPLOYEES' UNION, NEW SOUTH WALES BRANCH

P. W. [Signature]
.....


UNILEVER AUSTRALIA LTD
(Streets Ice Cream Division)

[Signature]
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