

ENTERPRISE AGREEMENT

NO: E.A. 464 /1994

DATE REGISTERED: 25-11-94

PRICE: \$ 38-00

STREETS ICE CREAM

CUSTOMER SERVICE

(DISTRIBUTION)

AGREEMENT

1994

**STREETS ICE CREAM
CUSTOMER SERVICE (DISTRIBUTION) 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 Customer Service (Distribution) Agreement.

2. INDEX

Section A

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3. PARTIES, DURATION AND INCIDENCE

This Agreement has been made between the Australasian meat Industry Employees Union (the Union) and Unilever Australia Limited - Streets ice Cream Division (the Company) to cover employees in the Cold Storage and distribution operation of the company located at North Rocks who are members of or are eligible for membership of the Union. This Agreement shall come into force from the beginning of the first pay period commencing on or after the date of registration and shall continue in force for a period of two years. The Agreement has been negotiated freely and constructively and entered into without duress. Any matters not covered in this agreement shall be covered by the provisions of the Ice Cream Cold Storage (State) Award.

4. 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) re-affirm that wage increases arising from broad-banding and the 'minimum rates adjustment' are subject to absorption into existing over award 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.

 10.11.94


10/11/94

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 (Section C Clause 1).
- (ii) The need for a consultative approach and a mutual acceptance of self-regulation between the parties (Section B Clause 8).
- (iii) The important role of consent and co-operation in industrial relations (Section B Clause 9).

This Agreement is consistent with these principles.

5. INCONSISTENCY BETWEEN PARENT AWARDS AND THIS AGREEMENT.

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. Where this Agreement is silent, then the relevant Parent Award conditions shall apply.

6. RATES OF PAY

Weekly wages incorporating the payment of an allowance for working in cold temperatures (from the Ice Cream Cold Storage (State) Award) are set out below.

	6%	2%
	<u>STAGE 1</u>	<u>STAGE 2</u>
General Hand	483.00	492.70
Turret Driver/Forklift Driver	492.90	502.80
Leading Hand	525.80	536.30

Stage 1 will be paid on the basis of establishing a Consultative Committee Team and a commitment to completing job descriptions and training plans in the first 12 months of the Agreement for all of the above classifications.

Stage 2 increases shall be conditional upon on-going commitment to the continuous improvement program, the completion of a review of the work arrangement by the RDC Consultative Committee and implementation of all agreed outcomes. Stage 2 increases shall not be payable until 12 months post application of Stage 1.

7. NO EXTRA CLAIMS

It is a term of this Agreement that the Union undertakes, for the duration of this agreement, not to pursue any extra claims, award or over-award.

SECTIONS B - OTHER TERMS AND CONDITIONS

1. HOURS

There shall be an average of 38 hours per week to be worked on one of the following bases:

- (i) 38 hours within the work cycle in existing 7 consecutive days; or
- (ii) 76 hours within the work cycle in existing 14 consecutive days; or
- (iii) 114 hours within the work cycle in existing 21 consecutive days; or
- (iv) 152 hours within the work cycle in existing 28 consecutive days.

IMPLEMENTATION OF 38 HOURS WEEK

- (a) The ordinary hours of work shall be an average of 38 per week as provided in Clause 1: Hours of Work and Clause 2: Shift Work.
- (b) Except as provided in sub-clause (e) of this clause, the method of implementation of a 38 hours week may be one of the following:
 - (i) by employees working less than 8 ordinary hours each day; or
 - (ii) by employees working less than 8 ordinary hours on 1 or more days each week; or
 - (iii) by fixing 1 week-day on which all employees will be off during a particular week cycle; or
 - (iv) by rostering employees off on various days of the week during a particular 4 week work cycle so that each employee has 1 day off during that cycle.
- (c) In each plant an assessment should be made as to which method of implementation best suits the business and the proposal shall be discussed with the employees concerned.

(d) Circumstances may arise where different methods of implementation of the 38 hours week apply to various groups and sections of employees in the plant or establishment concerned.

(e) *Notice of Days Off*

Except as provided in sub-clause (g), in cases where by virtue of the arrangement of his ordinary working hours an employee in accordance with sub-clause (b) (iii) and (iv) is entitled to a day off during his working cycle, such employee shall be advised by the employer at least 4 weeks in advance of the week-day he is to take off.

(f) *Substitute Days*

(i) An employer, with the agreement of the majority of employees concerned, may substitute the day an employee is to take off in accordance with sub-clause (b) (iii) and (iv) for another day in case of:

- breakdown in machinery
- a failure or shortage of electric power
- meeting the requirements of the business in the event of rush orders
- some other emergency situation

(ii) The employee, with the agreement of the employer, may substitute the day he is to take off for another day.

2. HOURS OF SHIFT WORK

The ordinary hours of shift work shall be an average of 38 hours per week inclusive of crib time, to be worked on one of the following bases:

- (i) 38 hours within the work cycle in existing 7 consecutive days; or
- (ii) 76 hours within the work cycle in existing 21 consecutive days; or
- (iii) 114 hours within the work cycle in existing 21 consecutive days; or
- (iv) 152 hours within the work cycle in existing 28 consecutive days.

The ordinary hours shall be worked continuously except for meal breaks at the discretion of the employer.

3. SHIFT WORK

(a) This agreement provides for shift work on the following bases:

- (i) Day Shift
- (ii) Afternoon Shift
- (iii) Night Shift

The specification of three shifts in this agreement does not prevent people being employed under some other shift arrangement (such as continuous shifts).

(b) *Shift Allowance*

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

4. OVERTIME

(a) For all work done outside ordinary hours fixed in accordance with this Agreement, the rate of pay shall be time and one-half for the first two hours and double time thereafter, such double time to continue until completion of the overtime work.

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

(b) A commitment has been given by the employees under this Agreement to work sufficient overtime in order for the Company to ensure that all customer requirements are met.

(c) All overtime worked on Saturday or Sunday shall be paid at the rate of double time.

5. PAYMENT OF WAGES

The pay period for all employees will be weekly from Tuesday PM to Tuesday AM of the next week (all un-scheduled 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.

6. CASUAL EMPLOYMENT

- (a) 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 he/she performs, plus 15%.
- (b) A minimum payment of four hours will be made for each shift.
- (c) A casual employee may work at any time during the year.

7. 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 per week.

- (b) Payment will be one thirty-eighth of the appropriate site rate multiplied by the number of hours worked.
- (c) A part-time employee will work for a minimum of fifteen hours per week.

8. SEASONAL EMPLOYMENT

- (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 same as 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 weeks' notice.

9. 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 on-going consultation at the following levels:

- (a) Business Unit Level - involving representatives from all parts of the Sydney Customer Service Unit.
- (b) RDC Operation Level - involving representatives from the RDC operation covered by this Agreement.
- (c) Work Groups - including all employees

10. CONSULTATIVE COMMITTEE

A critical part of this Agreement is the commitment by our employees and the Company to the on-going overall review of the efficiency and competitiveness of the RDC delivery operation. This review will continue to be conducted jointly by management and employees under the guidance of the RDC Consultative Committee Group.

Key Achievements to date include:

Forklift yard duties, ie. unloading of dry goods and consumables are now carried out following restructuring of RDC/delivery operation.

Assistance is provided to maintenance fitter in replacing and rectifying damaged storage racking, doors and conveyor systems.

Initial fault finding and rectification of problems with Crown Turret trucks involving specified re-start procedures.

Some overlap of duties also occurs between the Operations Supervisor and Leading-Hands, which involves organisation of work rosters, staffing levels, locking up procedures and liaison with pay office and personnel department.

Afternoon shift in particular have expanded their normal duties to involve the compilation, packing and consolidation of import and export stock.

This Committee will continue to meet throughout this Agreement to discuss and implement opportunities for further improvements in our Distribution Operations.

11. PERFORMANCE OF REQUIRED DUTIES

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, provided that such duties are not designed to promote de-skilling. This shall include housekeeping duties and order pick replenishment.

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.

Any direction by the Company shall be consistent with the Company's responsibilities to provide a safe and healthy working environment.

12. TECHNOLOGICAL CHANGE

It is recognised by all parties that the introduction of new technology into the operation is an important part of maintaining a competitive edge. The Company undertakes to keep employees informed of change resulting from the introduction of new technology into the operation.

It is understood that with the introduction of heated cabins, all employees will be informed of the expected performance of the cabins particularly the temperature ranges expected and new working arrangements for these temperatures. During the early stages of operation, the cabins will be closely monitored to ensure they are meeting the expected performance levels.

The relevant work practices/arrangements will be determined by the RDC Consultative Committee consistent with workload, Heating Cabin operation and health and safety requirements.

13. BACKING TRUCKS OFF DOCK

By agreement with members of the Transport Worker's Union on the site, it is agreed that employees under this agreement will back trucks off the loading dock and plug in and switch on the refrigeration. Employees are to be fully trained in these duties before they undertake them.

14. TOTAL QUALITY MANAGEMENT (TQM)

It is agreed by the parties that the introduction of TQM techniques continues to improve the quality of the product and the standards of service provided by the Company. Further improvements will continue to arise from this work.

All employees agree to:

- co-operate with TQM activities in their area of work
- participate in TQM groups and contribute as appropriate
- seek opportunities to improve operations and customer service wherever possible
- make whatever changes are necessary to improve their area of work

15. DISPUTES PROCEDURE

- (a) In the event 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. 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 \$7.40 for a meal and an additional \$7.40 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/she shall be paid as above prescribed for meals where he/she has provided but which are surplus.

SECTION C

EMPLOYEE DEVELOPMENT PROGRAM

1. OBJECTIVES OF THE EMPLOYEE DEVELOPMENT PROGRAM.

- (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 work, 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, skills 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.

- a) All vacancies on site will be advertised on the Company noticeboards.
- b) Interested employees should either advise their Team Leader or apply to the Personnel Department direct.

- c) Each applicant will be interviewed by the relevant Team Leader and/or Manager and be formally advised of the outcome of their application.
- d) All unsuccessful applicants have the right to discuss their application with either the Department Manager or any member of the RDC Consultative Committee.

3. TRAINING

Company and/or employee nominated courses approved by the RDC Consultative Committee:

- 3.1 Where the RDC Consultative Committee indicates that an individual should undertake additional training, that training shall be carried out without loss of ordinary time earnings.
- 3.2 The following will apply to employees wishing to undertake company sponsored training.
 - 3.2.1 Employees must apply for the course via a written application to the RDC Consultative Committee.
 - 3.2.2 If the course is available during the employee's normal work hours, then unless extenuating circumstances exist, the employee should attend the course during this time.
 - 3.2.3 If it is mutually agreed between the Company and the employee, then the employee's normal working hours will be varied in order to include course lecture times during his/her normal hours.
 - 3.2.4 If it is not possible to vary the employees hours as stated in 3.2.3, then the employee who undertakes the course outside of normal working hours will be paid ordinary rates of pay for the actual time spent undertaking the course.
 - 3.2.5 Employees will only receive normal rates of pay for training. The Company will not pay shift or other penalties for courses undertaken outside of normal hours. Furthermore, the Company will not reimburse meal or other allowances to employees undertaking a course. Travel costs incurred by an employee undertaking training in accordance with this clause which exceed those normally incurred in travelling to and from work shall be reimbursed by the employer.

3.2.6 If an employee is required to work during the time that the employee is normally required to attend a course, then that employee will be paid ordinary rates of pay for the total number of hours that the employee is required to attend the course in addition to the normal salary paid.

3.2.7 Employees who receive paid training leave will be required to submit to their Supervisor, on the day following the course, written evidence from the relevant training institution confirming the employee's attendance at the course.

3.3 The Company will reimburse the individual for miscellaneous costs involved in an approved course such as text books and enrolment fees at the commencement of the course provided miscellaneous costs paid to the individual in the event that the individual withdraws from the course for any reason prior to completion of the course. The Company will not reimburse any monies for any repeat subjects.

The above will only apply for courses approved by the RDC Consultative Committee and nominated by the company and/or employees, consistent with the bi-annual training requirements of the Company.

3.4 The Company agrees where such training is in accordance with the company's training requirements, a maximum of 200 hours training leave per employee per year.

3.5 **Relevant Courses Without Approved Training Support.**

This section applies to employees undertaking courses relevant to the company's needs but not part of the company's training requirements.

3.5.1 The company will reimburse the cost of any textbooks or enrolment fees at the completion of the course upon receipt of course results. The company will not reimburse any monies for any repeat subjects.

3.5.2 Where individuals elect to undertake further training on their own initiative, they may apply to the RDC Consultative Committee for recognition of the relevant course.

3.5.3 The company will not pay travelling, meal or other allowances to employees undertaking a course.

3.5.4 The employee must undertake the course outside of his or her normal work hours.

4. In-House Training

For a range of reasons related to particular processes and technology, it is recognised that it will be necessary to run "in-house" training modules.

It is often the case that technology is either unique to our industry or unique to Streets Ice Cream at Turrella. The development of "in-house" training modules to cover this technology is obviously necessary. It is equally important to ensure that training on this technology has a comparable value or accreditation with training provided by the TAFE or higher education system.

In some cases it may be possible to combine TAFE "theory" training with "in-house" practical training. For example, it may be impractical to have computer controlled assembly or process lines installed in TAFE, however, TAFE could provide the theoretical computer training for operators and maintenance workers while in-house training delivers "hands on". Where "in-house" training is developed at the enterprise level, the company and unions will seek, where appropriate and relevant, to have such modules submitted to the NSW Food Industry Training Council with the view for such modules to be recognised by that State body and its peak Federal body, the National Food Industry Training Council.

TAFE Colleges will be used wherever possible to assist in the skills assessment, administration and accreditation of the skills training program.

**AN ENTERPRISE AGREEMENT
MADE BETWEEN**

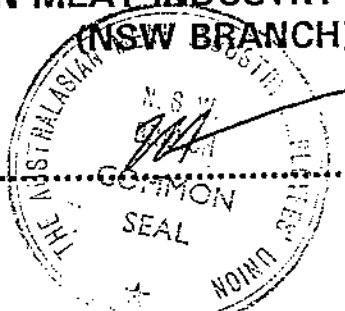
UNILEVER AUSTRALIA LTD
(Streets Ice Cream Division)

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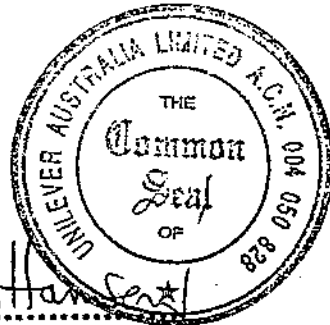
**AN INDUSTRIAL ORGANISATION REPRESENTING
EMPLOYEES OF THE COMPANY**

Signed for and on behalf of:

**AUSTRALASIAN MEAT INDUSTRY EMPLOYEES UNION
(NSW BRANCH)**



UNILEVER AUSTRALIA LTD
(Streets Ice Cream Division)



[Signature]
[Signature]
Secretary