

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA99/50

TITLE: Unilever Foods - Ice Cream Sydney Customer Service Delivery Agreement

I.R.C. NO: 99/3

DATE APPROVED/COMMENCEMENT: 8 January 1999

TERM: 24 months

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 18



COVERAGE/DESCRIPTION OF

EMPLOYEES: applies to employees in the Sydney Deliver operations of the Company currently located in depots at Homebush, Frenchs Forest and Bankstown under the Ice Cream Carters and Van Salesperson (State) Award

PARTIES: Unilever Australia Limited -&- Transport Workers' Union of Australia, New South Wales Branch



Unilever

Unilever Foods



ICE CREAM

SYDNEY CUSTOMER SERVICE DELIVERY

AGREEMENT

November 1998

UNILEVER FOODS - 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

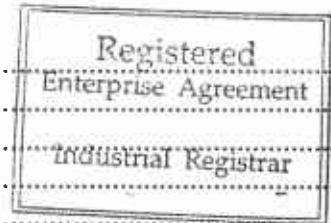
1. TITLE 1

This Agreement shall be known as the Unilever Foods – Ice Cream Sydney Customer Service Delivery Agreement.

2. INDEX 2-3

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3. PARTIES, DURATION AND INCIDENCE

This Agreement has been made between the Transport Workers Union (NSW Branch) (the Union) and Unilever Australia Limited - Ice Cream Business Unit (the Company) to cover employees in the Sydney delivery operations of the Company currently located in depots at Homebush, Frenchs Forest and Bankstown who fall within the classifications in this Agreement. This Agreement shall commence from the beginning of the first pay period on or after 1 July 1998 and shall remain in force for a period of two years and shall continue in force thereafter until varied or rescinded by the parties, provided that the parties agree to negotiate with a view to establishing a new Agreement prior to the expiration of this Agreement.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 established negotiation process and shall not be in breach of clause 4.

4. NO EXTRA CLAIMS CLAUSE

It is a term of this Agreement that the Union and the employees covered by the Agreement undertake for the duration of this Agreement, not to pursue any extra claims, award or over-award and commit to the procedures contained in clauses 11 and 12 in the event of any dispute or grievance.

5. EXEMPTION FROM OTHER AWARDS AND AGREEMENTS

To the extent that there is any inconsistency between this Agreement and the Award 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 ("the Award").

6. 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, responsibilities and work methods which may be appropriate and implemented during the life of the Agreement.

The wages below incorporate a 4% increase on Total Base Weekly Rate, effective 1 July 1998 and 4% on 1 July 1999 and a 4 % increase on SRA and SVA effective 1 July 1998.

	Total Base Weekly Rate	Base Hourly Rate (on a 40hr week)	Overtime Hrly Rate (on a 38 hour week)	Special Responsibilities Allowance**	Senior Vansales person Allowance
1 July 1998	\$570.25	\$14.26	\$15.01	\$143.94	\$71.76
1 July 1999	\$593.06	\$14.83	\$15.61	\$143.94	\$71.76

** A Special Responsibilities Allowance (SRA) of \$143.94 per week is paid to all Permanent and Seasonal Van Salespeople and Snr Van Salespeople (as appointed) in recognition for the extra responsibilities employees took on in the previous Agreement and continued within the term of this Agreement. These responsibilities have now been incorporated into the main body of their job descriptions.

(NB ~ An extra \$3.00 has been incorporated into the Special Responsibilities Allowance in compensation for the mutual agreement to withdraw of 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 the previous 1996 Agreement and continued for the term of this Agreement.

Senior Vansales person's receive an allowance of \$71.76 per week paid in recognition of the extra tasks Senior Vansales person perform in their role; this figure incorporates an extra \$10 per week which is in recognition of the further increase in tasks performed as per 1996 Agreement and continued within the term of this Agreement.

7. CONTINUOUS IMPROVEMENT

a) Work Organisation

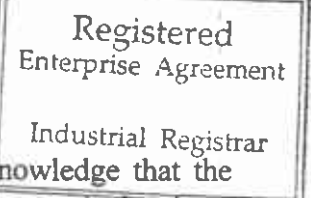
The parties recognise that it is essential to the business to achieve total flexibility and best practice within the delivery area. As part of this commitment, van salespersons' and the union undertake in recognition of payments received, as a direct result of this Agreement, to perform any reasonable 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, Senior Vansales people and Van Salespeople will be required to take up temporary positions and assignments at other Sydney metropolitan Depots as has been done in the past to meet distribution requirements.

b) Best Practice

In the increasingly competitive and changing environment, the parties acknowledge that the company must look to methods of improving distribution and delivery efficiency. As has been the standard practice 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 be restricted to:



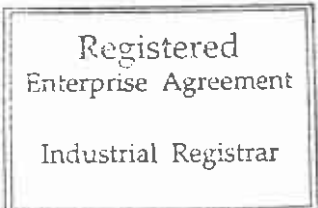
- 'benchmarking' exercise on best practices used within similar delivery industries.
- establishment and implementation of 'key performance indicators'.
- a revision of the current depot structure in light of the commissioning of the manufacturing site at Minto.

This group will continue to meet through this Agreement to discuss opportunities for and implementation of further improvement in the operation.

c) Vanselling

During the life of this Agreement a Vanselling trial may be conducted. If a move to Vanselling is to occur permanently, it is recognised that those individuals directly affected by the change in duties will be offered redundancy benefits.

SECTION B - OTHER TERMS AND CONDITIONS



1) HOURS OF WORK

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

2. OVERTIME - RATES OF PAY

* The overtime hourly rate, for computing overtime, is determined by dividing the Total Base Weekly Rate by 38 ("the Overtime Hourly Rate").

- 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 in each day/shift.
- 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 in each day/shift. This will not apply to employees rostered to work 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.
- f) Casual are paid overtime rates when used to supplement roster vacancies only after the standard required normal hours for that day have been worked.

3. PAYMENT OF WAGES

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

Employees will be paid one week in arrears and one week in advance. 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.

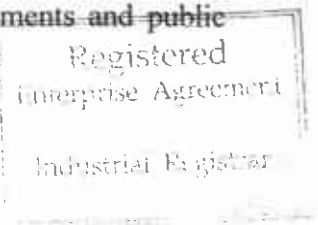
In the event of hardship due to the failure of Electronic Funds Transfer outside the control of the Company, the Company may provide alternative monetary relief within 24 hours.

It is recognised that the rates of pay in the 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 the relevant union by means of automatic deductions from the payroll.

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, one thirty-eighth of the appropriate base weekly rate plus 15% loading for the non payment of leave entitlements 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) Sick and other forms of leave, including annual leave are incorporated in the hourly rate of pay. Subject to relevant legislation, long service leave will not be payable.
- e) It should be noted that a casual employee is not eligible for any form of redundancy payment or benefits.
- f) Overtime will be paid only after normal hours required/requested have been worked.



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 Total Base Weekly Rate of pay plus one thirty-eighth of the Special Responsibilities Allowance, multiplied by the number of hours worked.
- d) Part-time employees will accrue and be entitled to all forms of leave on a pro rata basis.

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 may terminate employment by giving at least one week's notice at any time within the season otherwise the employment will terminate at the conclusion of the relevant season (as defined by the Company).
- 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 Total 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, an employee will mutually agree with their Senior Vansales person when to take these days, usually banked R.D.O.'s are only taken during winter.

9. PICNIC DAY

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

10. PUBLIC HOLIDAYS

Full time employees will receive 8 hours base rate of pay on a Public Holiday if they are normally rostered to work on the Public Holiday. If an employee so rostered is required to work by the Company, a minimum of 5 hours double time and one half will be paid in lieu of overtime.

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 Senior Vansales person providing the Senior Vansales person 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 Human Resources 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 Human Resources Manager or authorised alternative Company Manager, before any form of direct or indirect industrial action (including any ban or limitation) 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.

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- 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. 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.

14. DELIVERY DROPS

It is recognised that drivers often have varying number of deliveries to complete over a week. Every effort will be made to ensure that all drivers are given equal runs to complete.

A maximum call rate of 50 drops has been agreed. In order to facilitate the transition to the maximum of 50 calls run co-ordination will be reviewed with representatives from Sales, Distribution and the Delivery team.

15. DRIVER/DEPOT RELOCATIONS

As part of the normal ongoing review of locations of drivers and depots, drivers will transfer between depot locations. The maximum distance that a driver will be expected to transfer will be 20 kms road distance on any single occasion.

The 20 kms road distance will be calculated from either:-

- Home to new depot: or
- Old Depot to new Depot.



16. UNION MEETINGS

The parties recognised the importance of minimising disruption to the delivery operation, as such the union will give 24 hours notice of meeting times, which will be held at mutually convenient times.

17. RELATIONSHIP WITH AWARD

For the purpose of clarity, the following Award entitlements or conditions shall have no application to employees covered by this Agreement:

- Payment of overtime for public holidays (a minimum of 5 hours as opposed to minimum of 4 hours)
- Picnic Day (Withdrawn)
- Taking of RDO's (to be banked and taken in Winter)
- Part-time Employment (Minimum of 15 hours per week as opposed to 18 hours per week)
- Casual Employment (minimum payment of 4 hours for each shift as opposed to a minimum payment of 8 hours for each shift)
- Casual Employment - work any day of the year as opposed to may only be employed during the period from October in any year to April in the following year.

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 Program.



2. EQUAL EMPLOYMENT OPPORTUNITIES

Unilever Australia Limited 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 company disciplinary procedures.
- * Together with the Senior Vansales person, 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 Senior Vansales person, 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 Senior Vansales person.
- * Check and ensure that water, oil, petrol/diesel and tyre pressure etc. are correct and that refrigeration is working correctly and product is 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.

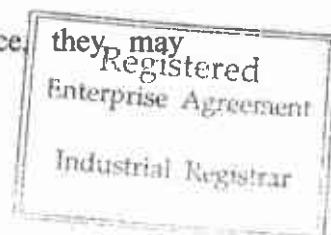
Off Season Duties:

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.



SENIOR VANS SALES PERSON

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 National Distribution Centre 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 SIC Distribution staff re: stock variances on M.S.U.'s.
- * Ensure that stock and M.S.U.'s are returned promptly to the nominated warehouse.
- * Account for monies and dockets collected for special orders 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.

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- * Accept and consolidate product returned from delivery vehicles and ensure prompt return to the nominated warehouse.
- * Prepare the fleet for AM loading of M.S.U.'s.
- * 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:

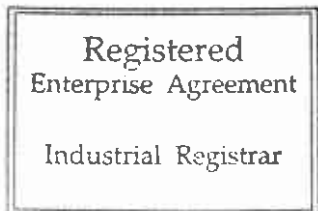
Every time a new product or promotion is launched, with the assistance of Telesales and Area Managers all merchandising material will be placed in the appropriate position to assist in a successful launch.

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 Unilever Foods – Ice Cream 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.

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**AN ENTERPRISE AGREEMENT
MADE BETWEEN**

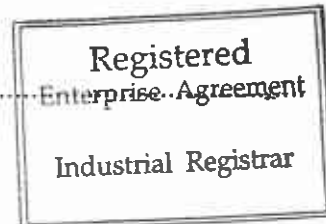
**UNILEVER AUSTRALIA LTD
(ACN 004 050 828)
(Ice Cream Business Unit)**

AND

**INDUSTRIAL ORGANISATIONS REPRESENTING
EMPLOYEES OF THE COMPANY**

Signed for and on behalf of:

**TRANSPORT WORKERS' UNION
(NSW BRANCH)**



**UNILEVER AUSTRALIA LTD
(ACN 004 050 828)
(Ice Cream Business Unit)**
