

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA 97/82

I.R.C. NO: 97/1238

DATE APPROVED/COMMENCEMENT:
first pay period on or after 1 July 1996.

11 April 1997 and to commence from
Enterprise Agreement

TERM: Expires 11 April 1998

**NEW AGREEMENT OR
VARIATION:** New. Replaces EA 464/94

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 30

TITLE: Streets Ice Cream Cold Storage Agreement

COVERAGE/DESCRIPTION OF

EMPLOYEES: To apply to General Hand, Turret Driver/Forklift Driver, Leading Hand, Export Leading Hand.

PARTIES: Streets Ice Cream, A Division of Unilever Australia Limited -&- The Australasian Meat Industry Employees' Union, New South Wales Branch.





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OFFICE OF THE INDUSTRIAL
REGISTRAR
21 APR 1997

STREETS ICE CREAM

Registered
Agreement
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COLD STORAGE

AGREEMENT

1996

FINAL VERSION - 11th APRIL 1997

STREETS ICE CREAM COLD STORAGE AGREEMENT

PREAMBLE

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

SECTION A - GENERAL TERMS AND CONDITIONS

1. TITLE

This Agreement shall be known as the Streets Ice Cream Cold Storage Agreement.

2. INDEX

Section A - GENERAL TERMS AND CONDITIONS

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3. PARTIES, DURATION AND INCIDENCE

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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 commence from the beginning of the first pay period on or after 1st July 1996 and shall continue in force until 11th April 1998. 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. 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 (Ice Cream Cold Storage [State] Award) conditions shall apply.

5. BASE WEEKLY RATES OF PAY

Weekly wages incorporating the payment of an allowance for working in cold temperatures are set out below.

The wage rates below incorporate a 6% wage increase.

	Base Weekly rate	Base Hourly Rate (on a 40 hr week)	Overtime Hrly Rate (on a 38 hr week)
General Hand	\$522.00	\$13.05	\$13.7368
Turret Driver/ Forklift Driver	\$533.00	\$13.325	\$14.0263
Leading Hand	\$568.00	\$14.20	\$14.9474
Export Leading Hand	\$611.00	\$15.275	\$16.0789

Due to the uncertainty of the timing of the closure of the site, there will be no further pay increase in this agreement. Refer to the North Rocks closure supplement.

6. 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.

7. DEMARCATION AGREEMENT

It is recognised that currently there isn't any demarcation between the business in meeting the demands of the competitive market flexibility is maintained throughout the closure of the site. The Company will support any training of employees necessary to facilitate agreements to continue this flexibility.

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

SECTION B - OTHER TERMS AND CONDITIONS

1. ORDINARY HOURS OF WORK

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 Hours.
- (b) Except as provided in sub-clause (e) of this clause, the method of implementation of a 38 hour 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) At the site 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 (f), in cases where by virtue of the arrangement of their ordinary working hours an employee in accordance with sub-clause (b) (iii) and (iv) is entitled to a day off during their working cycle, such employee shall be advised by the employer at least 4 weeks in advance of the week-day they are 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 of 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 they are to take off for another day.

2. HOURS - 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 basis:

- (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 ARRANGEMENT

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

- (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) 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 had 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.

Where the change is temporary and by agreement between the employee and manager and is made to cover absence such as tech leave, RDO's, sick leave or to provide necessary coverage, employees will be given two days notice of the change. If the change is to be permanent then the usual 7 days notice will prevail.

(c) Shift Allowance

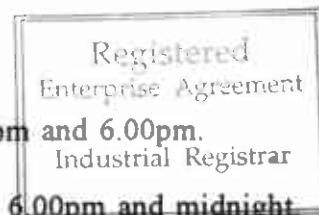
A shift worker on afternoon shift shall be paid 15% more than their base rate of pay, exclusive of allowances.

A shift worker on night shift shall be paid 30% more than their base rate of pay, exclusive of allowances.

4. OVERTIME

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

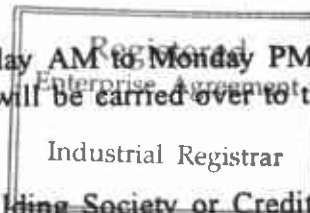
- (a) For all work done outside ordinary hours fixed in accordance with this Agreement, the rate of pay shall be time and one-half of the overtime hourly rate* for the first two hours and double time the overtime hourly rate* thereafter. Such double time will continue until completion of the overtime work.
- (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) 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.
- (d) All overtime worked on Saturday and/or Sunday shall be paid at the rate of double



time of the overtime hourly rate*.

5. PAYMENT OF WAGES

The pay period for all employees will be weekly from Tuesday AM to Monday PM of the next week (all unscheduled overtime worked on the last day will be carried over to the next pay period) 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 may provide alternative monetary relief within 24 hours.

6. CASUAL EMPLOYMENT

- (a) A casual employee is one engaged and paid as such, i.e. employed by the hour and paid by the hour. 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% loading for the non payment of sick leave and public holidays, plus 1/12 for the non payment of annual leave.
- (b) A minimum payment of four hours will be made for each shift.
- (c) A casual employee may work at any time during the year.
- (d) The spread of hours of work shall be the same as those worked by weekly employees.
- (e) Casual employees are not entitled to redundancy payments.
- (f) Sick leave and annual leave are incorporated into the hourly rate of pay. Subject to relevant legislation, long service leave will not be payable.

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 base weekly 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 "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 same as the appropriate full-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 in writing.
- (d) Seasonal employees are not entitled to redundancy payments.



9. 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 \$7.80 for a meal and an additional \$7.80 for each further four hours so worked.

10. 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.

With the closure of the Regional Distribution Centre at North Rocks, the Company will endeavour to keep all employees informed of relevant information as it becomes available.

11. CONSULTATIVE COMMITTEE

It has been mutually agreed by the parties, that in the current circumstances with the pending closure of the North Rocks Regional Distribution Centre, the committee will cease to function effective Thursday 27th June. If any employee does however, have an issue they wish to bring to the attention of Management, they should follow normal site communication procedures.

12. 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.

13. DISPUTES PROCEDURE

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

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14. 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 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 facilitate resolution.

SECTION C - OTHER EMPLOYEE RELATED ISSUES

1. 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.

2. ASSISTING WITH TRAINING

It is recognised that as part of this agreement, it may be necessary for employees to assist the appointed third party warehouse operator in the training of their staff at North Rocks or Minto.

3. 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 such training required to perform these duties, will be at the Company's expense.



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

4. JOB DESCRIPTIONS

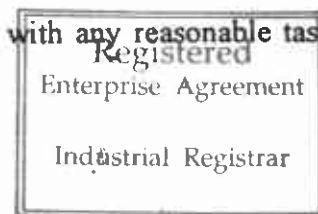
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|----------------------------------|--------------------------|
| a) General Hand | c) Leading Hand |
| b) Turret Driver/Forklift Driver | d) Leading Hand - Export |

JOB DESCRIPTION A)

GENERAL HAND

1. Compile, pack and consolidate local, import and export stock.
2. Ensure that when required to pick or pack that accuracy in counting and product knowledge is a priority.
3. Basic inventory control, including participation in regular stock takes, and related documentation as per current practices.
4. Unload mobile storage units from trucks.
5. Make up Mobile Storage Units.
6. Assist in quality control checks.
7. General house keeping duties.
8. Assist maintenance fitter in replacing and rectifying damaged storage racking, doors and conveyor systems.

9. Use of hand trolleys, pallet trucks and other non-licensed equipment.
10. Use of materials handling equipment which requires licensing/certification for training purposes.
11. If possess a ticket, attend to forklift yard duties when necessary, ie. unloading of dry goods and consumables.
12. Ensure that when in charge of company equipment that all safety rules are obeyed.
13. Ensure that loading of vehicles is carried out in accordance with company procedures.
14. Possess the ability to follow orders and to be flexible with any reasonable task.
15. Must be able to work unsupervised.
16. Must be prepared to work in freezer conditions.
17. Must display a capacity to acquire knowledge of the cold chain process which must be followed to ensure product quality.



Requirements for a General Hand

1. Order picking and packing experience.
2. Good written and verbal communication skills and an understanding of simple mathematical calculations.
3. Preferably minimum School Certificate or equivalent.
4. Forklift experience and a current forklift licence is preferable.
5. To be willing to learn Crown Turret forklift techniques and procedures.

JOB DESCRIPTION B)

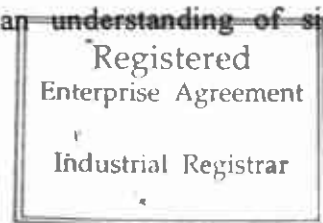
TURRET DRIVER/FORKLIFT DRIVER

1. Load and unload refrigerated trailers and trucks.
2. Ensure that loading of vehicles is carried out in accordance with Company procedure.
3. Ensure that when in charge of Company equipment all safety rules are obeyed.
4. Must be able to work unsupervised.

5. Must be prepared to work in freezer conditions.

Requirements:

1. Forklift experience and hold a current valid forklift licence at all times.
2. Must be willing to learn techniques and procedures to obtain a turret licence or be in possession of a 24 special turret licence.
3. Must have experience in loading and unloading refrigerated trailers and trucks.
4. Good written and verbal communication skills and an understanding of simple mathematical calculations.
5. Preferably minimum School Certificate or equivalent.



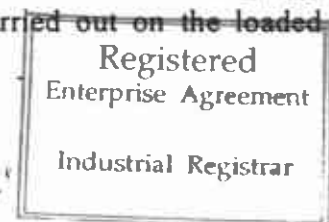
JOB DESCRIPTION C) i

LEADING HAND - DAY SHIFT BULK SUPPLY

1. Liaise with Operations Supervisor to review the previous and current day's workloads of unit picking, packing of make-ups, direct sales, export and trailer unloading.
2. Check with transport contractor as to which trailers are allocated for the day's loads and ensure after loading takes place the trailers are secured and refrigeration motors are running correctly.
3. Ensure staffing levels for the day's work are adequate if not organise some in conjunction with Operations Supervisor.
4. Assist Operations Supervisor where necessary, with locking up procedures, and liaison with the Personnel Department and Payoffice.
5. Liaise with Afternoon Shift Leading Hand on any work overflow for the day.
6. Ensure daily worksheets with incoming trailers and outgoing loads for warehouses, country loads and interstate loads are accurate.
7. Check materials handling equipment and batteries. Remove mobile storage units and pallets from trailers and liaise with Maintenance Fitter on condition of freezer doors, door plates, racking etc.
8. Attend to forklift yard duties, ie. unloading of dry goods and consumables.
9. Assist maintenance fitter in replacing and rectifying damaged storage racking, doors

and conveyor systems.

10. Initial fault finding and rectification of problems with Crown Turret trucks involving specified re-start procedures.
11. Compile, pack and consolidate local, import and export stock.
12. Log into diary, any brief comments on the day's performance eg. stock shortages, equipment failures etc.
13. Ensure that when on weekend work that the site and facilities are secured at the completion of the shift and that temperature checks are carried out on the loaded refrigerated vehicles.



Other Responsibilities

1. Pay cards to be completed and despatched to Pay Office.
2. R.D.O. & Holiday Rosters to be completed in conjunction with Operations Supervisor.
3. Forklift and Crown Turret training for new employees.
4. Perform first aid tasks if required and organise medical assistance if necessary.
5. Carry out temperature checks to maintain a high level of product quality.
6. Ensure proper use of company equipment and recommend training when required to management.

Basic knowledge needed in areas such as forklift, crown turret and conveyor breakdowns, trailer refrigeration, plant room faults, computer skills an advantage.

Requirements Needed

Essential for the position:	Forklift Licence	} Endorsed - must be valid at } all times
	Crown Turret Licence	
Further possible requirements:	3A Light Truck Licence	}
	Senior First Aid Certificate	

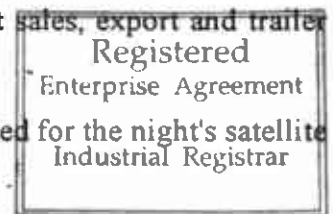
1. Good written and verbal communication skills and an understanding of simple mathematical calculations.
2. Order picking and packing experience.

3. Experience in loading and unloading refrigerated trailers and trucks.
4. Preferably minimum School Certificate or equivalent.

JOB DESCRIPTION C) ii

LEADING HAND - AFTERNOON SHIFT ORDER PICK

1. Liaise with Operations Supervisor to review the previous night's work and check current work load re unit picking, packing and loading direct sales, export and trailer unloading.
2. Check with transport contractor as to which trailers are allocated for the night's satellite runs.
3. Check with run co-ordinator as to whether Depots require dry ice, cones and which town vans need to be loaded.
4. Ensure staffing levels for the night's work are adequate if not organise same.
5. Assist Operations Supervisor where necessary, with locking up procedures, and liaison with the Personnel Department and Payoffice.
6. Liaise with Afternoon Shift Clerk as to stock requirements for the night's pick.
7. Ensure town vans are reversed onto loading dock ready for packing.
8. Attend to forklift yard duties, ie. unloading of dry goods and consumables.
9. Assist maintenance fitter in replacing and rectifying damaged storage racking, doors and conveyor systems.
10. Initial fault finding and rectification of problems with Crown Turret trucks involving specified re-start procedures.
11. Assist with compilation, packing and consolidation of import and export stock where necessary.
12. Ensure nightly worksheets with tele-sales runs and figures are complete and balance at the completion of the shift.
13. Oversee the start of orderpick, the replenishment and removal of empty pallets, and randomly check runs for accuracy.
14. On completion of shift, ensure a stock count is carried out and orders for the next day balance in accordance with the tele-sales figures.



15. Drive loaded town vans off the dock and ensure that the refrigeration motors are running the correct way.
16. Log into diary briefly any comments on the night's performance eg. stocks shortages, equipment failures etc.
17. Ensure that the site and facilities are secured at the completion of the shift and that temperature checks are carried out on the loaded refrigerated vehicles.

Other Responsibilities

1. Weekly Rosters to be completed and placed on Notice Board.
2. Pay cards to be completed and despatched to Pay Office.
3. R.D.O. and Holiday Rosters to be completed in conjunction with operations supervisor.
4. Casual hours to be documented and compiled monthly for analysis.
5. Forklift and Crown Turret training for new employees.
6. Perform first aid tasks if required and organise medical assistance if necessary.
7. Conduct meetings with crew to discuss results of work efforts, work practices and safety issues.
8. Ensure a correct level of housekeeping and safe working conditions are adhered to in the warehouse and ancillary areas.
9. Carry out temperature checks to maintain a high level of product quality.
10. Carry out occasional depot visits to ensure that proper loading procedures are being adhered to.
11. Ensure proper use of company equipment and recommend training when required to management.



Basic knowledge needed in areas such as forklift breakdowns, Crown turret breakdowns, conveyor breakdowns, townvan refrigeration, plant room faults, computer skills an advantage.

Requirements Needed

Essential for the position:	Forklift Licence Crown Turret Licence	} Endorsed - must be valid at } all times
Further possible requirements:	3A Light Truck Licence Senior First Aid Certificate	} }

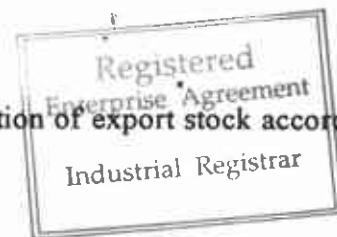
1. Order picking and packing experience.
2. Experience in loading and unloading refrigerated trailers and trucks.
3. Good written and verbal communication skills and an understanding of simple mathematical calculations.
4. Preferably minimum School Certificate or equivalent.

JOB DESCRIPTION D)

LEADING HAND - EXPORT

Job Objective:

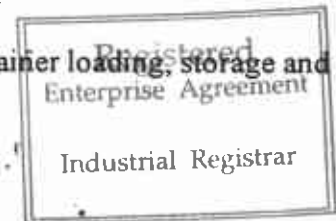
To ensure and manage the efficient coordination and distribution of export stock according to Streets quality standards and procedures.



Main Duties and Responsibilities:

1. Receive all orders for export.
2. Place all orders into a packing sequence making sure orders have not been duplicated.
3. Order stock as required to be packed.
4. Ensure stock ordered is of the correct quantity. If not, ascertain why and re-order stock missing.
5. If stock is unavailable, inform UAE of stock unavailability at the earliest possible opportunity so that order may be adjusted to fill container.
6. Wherever possible, help mark export cartons with correct shipping mark and destination. (Joint responsibility)
7. Wherever possible, help pack export into export cartons. (Joint responsibility)
8. Help load containers. (Joint responsibility)
9. Attend to forklift yard duties, ie. unloading of dry goods and consumables. (Joint responsibility)
10. Assist maintenance fitter in replacing and rectifying damaged storage racking, doors and conveyor systems. (Joint responsibility)

11. Initial fault finding and rectification of problems with Crown Turret trucks involving specified re-start procedures. (Joint responsibility)
12. Coordinate movement of stock from RDC to North Rocks Depot.
13. Liaise between Planning and Admin Mgr, Sales Planner, Operations Supervisor, bulk supply LH and night shift LH and North Rocks LH to ensure the smooth running of NZ export.
14. Ensure correct forms are filled out when containers and LCL orders have been loaded.
15. Order cartons and equipment to maintain a good flow of export.
16. Ensure quality standards and procedures are followed for container loading, storage and dispatch.
17. Organise transport for delivery of packed export cartons.
18. Instruct casual staff on correct packing and repalletising procedures.
19. Liaise with UAE staff on dates when export is to be loaded.
20. Be able to reconcile stock discrepancies with export orders.



Education & Experience Requirements of Job:

1. Education & Qualifications: Secondary education; forklift licence (preferably Crown) - must be a current valid licence at all times.
2. Previous Experience: Experience in a similar field, preferably 12 months in export, plus the ability to supervise people (ie a leading hand role).
3. Good written and verbal communication skills and an understanding of simple mathematical calculations.
4. Minimum School Certificate or equivalent.

APPENDIX A

NORTH ROCKS RDC CLOSURE SUPPLEMENT

1.0 BACKGROUND, OBJECTIVES AND GENERAL APPROACH

1.1 This supplement details the text of an agreement between the Company and the site unions at North Rocks RDC. This agreement was not entered into under duress by any party.

NB: Throughout this agreement the term North Rocks applies to those employees covered by the Cold Storage Enterprise Agreement.

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1.2 It is the intention of all parties at North Rocks to ensure that the announced closure of the North Rocks RDC takes place in a smooth and harmonious manner, and to facilitate commissioning of a third party operation at Minto. The Agreement seeks to ensure that the consequences for individuals are handled as sensitively as possible, and also that the Company's position in the marketplace (on which the ability to fund the Agreement below is dependant) is fully safeguarded. All parties accept that these changes and improvements will not be used as precedents in any subsequent negotiations at any other Unilever site.

1.3 This Agreement has to be viewed in the context that -

- (a) A new ice cream factory will be built at Minto, work starting in mid- 1996.
- (b) The Minto factory will begin commissioning in mid-1997.
- (c) During the period mid-1997 to mid-1998 production will occur at both factories, with the Turrella site gradually phasing down to an eventual final closure mid 1998.
- (d) There will be no factory cold store, no cone baking facility and a very small and fully automated palletising facility.
- (e) Factory cold storage will be owned by a Company selected third party, to be located adjacent to the Streets Ice Cream Minto factory and it is anticipated it will commence mid- 1997.

1.4 Effect on Employees

Both the Company and the Unions

- (a) anticipate that some existing North Rocks employees will transfer to the new factory or third party operations at Minto,
- (b) recognise that some other employees will not be able to transfer on a permanent basis and will be redundant,
- (c) recognise that some key skill operatives may not be able to transfer permanently, but would be prepared to accept an invitation to transfer for a limited period to assist in the commissioning and training at the new third party operation.

This Agreement details the way in which individuals in (a), (b) and (c) above will be handled.

2.0 REDUNDANCY

2.1 Eligibility for Redundancy

(a) As the North Rocks site will be closing and Streets Ice Cream will no longer operate a cold storage facility, all warehousing positions will become redundant, however the Company will use its best endeavours to find alternative positions within Unilever in order to avoid employees becoming redundant. Should an employee accept a position with another Unilever Company, they will not be eligible for redundancy.

(b) The Company will use its best efforts, and the Trade Unions will provide whatever support may be requested, to persuade the Australian Tax Office that redundancy payments made under this Agreement will be subject to the discretionary low-tax treatment rules.

2.2 Timing of Redundancy

(a) It is recognised that some individuals may wish to retain employment at North Rocks for as long as possible, and that others will wish to leave as quickly as possible.

(b) The Company will provide preliminary information on the Minto site and third party work practices and conditions prior to obtaining from every individual employee an early indication of their preference for timing, and whether or not they wish to be considered for transfer or employment at Minto. Existing North Rocks employees who volunteer to transfer on a permanent basis to the Minto factory will be given preference ahead of external recruitment subject to skills and aptitude requirements.

(c) The Company will publicise to all on site regular updates of progress in the development of Minto, and as the information becomes available, will give its best guess as to the timing of transfers from North Rocks and eventual closure of the North Rocks site.

(d) Selection for redundancy will be determined by the Company after consultation with employees and Unions taking into account skills requirements.

2.3 Earlier Departure

2.3.1 The Company appreciates that some employees may have the opportunity to gain another position of employment before their current job becomes redundant. Equally, employees will appreciate that the Company must retain in its ranks the necessary skills to maintain an efficient operation, and meet demand for its products and assist with training for the new Minto factory and third party cold storage facility.

2.3.2 Should an employee approach the Company and ask to depart to take up another position before formal individual notice has been given, the Company will try to make that possible and still leave the employee eligible for redundancy pay, subject to:

(a) The employee must demonstrate bona fide reasons for early departure, normally, for example, a genuine job offer.

AND

(b) The Company being able to engage casual employees or contractors who can perform the task fully at no extra cost. The Company may elect to recruit casual employees/contractors (on the rates of pay contained in the North Rocks Cold Storage Enterprise Agreement) and the Company may later terminate that contract without penalty or payment of redundancy. Employees so engaged would be advised of this condition upon commencement.

OR

(c) The Company being able to reassign the duties performed within the existing workforce, without loss of efficiency or increased cost. Where an employee on a higher skill rate of pay takes up the duties of a lower rate, the higher rate will be protected.

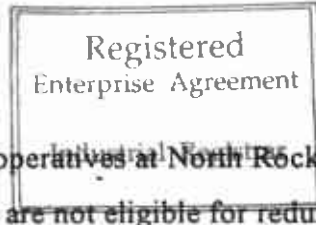
2.3.4 Payment in all such cases of earlier release will be made in accordance with the redundancy provisions set out in Clause 2.5.3.3 however, pay in lieu of notice will not apply.

2.3.5 Despite all of the above, for the avoidance of doubt it is specifically agreed that the Company has absolute discretion to decline to permit an employee to leave earlier than the planned release date, and to adjust the planned release date in the light of changing circumstances.

2.3.6 Where as a consequence of earlier release the work would be covered by an existing employee acquiring higher skill levels, and thereby a higher basic rate of pay, it is recognised that this fact would inflate the costs of the replacement's eventual

redundancy. The Company would in such circumstances not be prepared to absorb the work within the existing workforce. Therefore it is specifically provided that in such cases the employee who does upskill will receive the appropriate higher rate during employment, but that their redundancy payment will be calculated on their average skill rate of pay for the 52 weeks preceding the eventual termination.

2.4 "Seasonals"



2.4.1 The Company has for some years employed seasonal operatives at North Rocks. The current redundancy agreement specifies that seasonals are not eligible for redundancy pay.

2.4.2 Employees who are currently permanent but had been seasonals before, will receive their redundancy pay entitlement as a permanent based on service since their commencement date as a permanent.

2.5 Planned Release

Employees who are made redundant in line with the Company timetable will qualify for redundancy payments.

2.5.1 Period of Notice

Each permanent employee with at least 3 months continuous service will receive four weeks' notice of redundancy.

T.C.R. Award provisions as at 1st August 1996, will apply for those employees who are over 45 years old at the time of notice being given where they are entitled to additional benefits.

Where the Company elects not to give an employee notice of termination, the Company will pay in lieu of such notice at the all purpose rate.

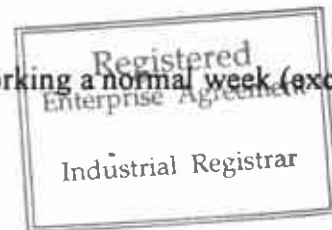
No payment will be made if appropriate notice is given.

2.5.2 Severance Payment

Each employee made redundant shall receive four (4) weeks' payment at the all purpose rate*.

This provision only applies to those full time permanent employees with twelve (12) months continuous Company Service.

* Weekly all purpose rate = normal rate of pay for working a normal week (excluding overtime and shift allowances).



2.5.3 Redundancy Payment

2.5.3.1 Early Release

Conditions are described in Para 2.3

2.5.3.2 Company Selected

The announcement date was 19.3.96

The Company will pay four (4) weeks pay for each completed year of service or part thereof where an employee is prepared to continue working in a co-operative, productive and harmonious manner which enables the Company to continue normal operations uninterrupted from the announcement date until the employee's actual date of termination.

This will involve an employee being prepared to work as per the full scope of his/her relevant Agreement as needed; and recognising that this Agreement requires industrial peace to prevail.

The basis of calculation will be an employee's all purpose rate, plus average shift loading, where applicable.

Average shift loading will be calculated on the basis of actual shifts worked over the fifty-two (52) weeks ended with the last completed pay week in the month prior to

the employee having been given notice*, or over the 52 (fifty-two) weeks ending with the last completed pay week prior to 19.3.96, whichever is the higher.

* Date of notice 19.3.96

2.5.3.3 Voluntary Redundancy

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The Company will pay a Severance Payment of 4 (four) weeks pay in addition to a redundancy pay of 3 (three) weeks' pay for each completed year of service or part thereof, at the all-purpose rate. Pay in lieu of notice will not apply (refer to paragraph 2.3.1 to 2.3.6).

2.5.3.4 Retention Pay

Those North Rocks employees still employed by the business after the 27th June 1997, will receive a total of 6 (six) weeks retention pay to be paid with other redundancy entitlements on termination.

2.5.4 Sick Leave

An employee who is terminated in accordance with this Redundancy Agreement will be paid all unused accrued sick leave at the all purpose rate.

2.5.5 Annual Leave

An employee terminated in accordance with this Redundancy Agreement shall be paid annual leave on the following basis:

- i) **Accrued** annual leave will be paid; with either a loading of 17½% on the all purpose rate of pay received, or average pay, whichever is the greater.

"Average Pay" is calculated on the basis of the total taxable income received over the previous fifty-two (52) weeks up to the end of the last completed pay week in the month prior to the employee having been given notice, or over the

52 (fifty-two) weeks ending with the last completed pay week prior to 19.3.96, whichever is the higher.

- ii) **Pro-rata** annual leave will be paid; with a loading of 17½% on the all purpose rate of pay received.

2.5.6 Long Service Leave

An employee terminated in accordance with this Redundancy Agreement shall be paid Long Service Leave on the basis of either a loading of 17½% on the all purpose rate of pay received; or average pay, whichever is the greater.



"Average Pay" is calculated on the basis of the total taxable income received over the previous fifty-two (52) weeks up to the end of the last completed pay week in the month prior to the employee having been given notice, or over the 52 (fifty-two) weeks ending with the last completed pay week prior to 19.3.96, whichever is the higher.

Pro-rata Long Service Leave shall be paid from date of commencement as either a full time or part time, seasonal or permanent, provided this employment is continuous.

2.5.7 Vesting in Superannuation

Under the terms of the Unilever Australia Retirement Benefit Fund, full vesting occurs in situations of redundancy to members of the Company Fund.

2.5.8 Company Parcel

The Company agrees to provide redundant employees with the Company products to a value not exceeding one hundred (\$100) dollars. The Company will determine the contents of the parcel in discussion with the current parcel Committee.

2.5.9 Limitation of Benefits

There will be no limitations of benefits related to age.

2.5.10 Benefits to Estate

If, during the period of notice, an employee dies, then the benefits to which he/she would have been entitled upon termination, as described herein, will be payable to his/her estate.

2.5.11 Dismissal

An employee who is dismissed as per terms of their relevant Agreement is not eligible to a redundancy payment.



2.5.12 Exemptions

This Agreement shall not apply to casual, temporary or seasonal employees; nor shall this Agreement apply to employees who leave of their own accord either prior to them individually receiving specific notice of their termination date or leaving without company endorsement of voluntary redundancy.

2.5.13 Length of Agreement

The terms and conditions of the redundancy package will apply from the date of this Agreement until the final closure of North Rocks, and may not be modified during that period.

3.0 INDUSTRIAL HARMONY

3.1 All parties recognise that the site closure will require full co-operation by Management, Unions and site employees. All parties agree that should any dispute arise, then the normal agreed disputes procedure contained in the Enterprise Agreement will be activated immediately. Breach of the disputes procedures will be regarded as a breach of this agreement.

4.0 TRANSFERS

4.1 It is anticipated that some employees from North Rocks may transfer to the Minto factory or another Unilever site. In the above cases the employee shall be entitled to the following benefits:

- (a) Each employee who accepts a transfer to another Unilever site or the Minto factory, will be allowed a period of ten weeks trial in the new job within which to finally accept or reject the offer. In the event that the job proves unsatisfactory and the employee writes to say so within that trial period, the employee shall be entitled to redundancy benefits, as described in Para 2.5. provided that the employee remains in the new role whilst a replacement is recruited (for up to a maximum of four weeks from the date the employee writes).

If the employer waives some or all of that notice, no pay in lieu of notice will apply.

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Industrial Registrar

The calculation of redundancy entitlement will be made from the date of transfer, not final termination date in order to discourage employees taking up trial periods only in order to acquire an additional part year service.

- (b) If, to avoid redundancy, an employee accepts a transfer to a site operated by UAL, at a lower basic rate of pay than that enjoyed in their redundant job, they shall maintain their previous rate until the rate of pay for the relocated job equals the employee's previous rate.
- (c) This provision does not apply if employees take on a position with the third party employer.

4.2 Employees who do finally transfer on a permanent basis to the Minto factory, will qualify for Relocation Assistance which:

- (a) meets the costs of removal, any reasonable legal or realtor fees, etc. subject to the individual first obtaining competitive quotations and agreeing them with the Company and providing proof of expenditure. This will be subject to a maximum including any Fringe Benefits Tax which may be payable of \$10,000 total cost to the Company.

OR

- (b) Covers additional travel costs to work from their existing home etc. by payment of a once-off payment of \$5,000 which would be subject to Fringe Benefits Tax which would be paid by the Company.

This payment will only be made when the individual trial period has finished and the individual has accepted a permanent position at the Minto factory.

5.0 TEMPORARY TRANSFERS

- 5.1 It is anticipated that some North Rocks employees, who have taken redundancy and are unable to accept a permanent position at the Minto warehouse, may be prepared to accept a temporary position to assist with training and commissioning at the new warehouse.



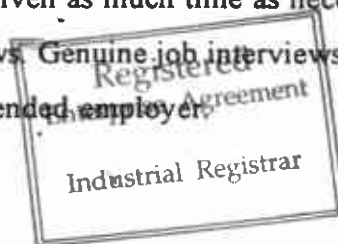
6.0 COUNSELLING AND OTHER SERVICES

The Company fully recognises that the close-down period will be a difficult time for employees and their families. The Company will assist employees during this close-down process in partnership, with independent advisers of repute that may be jointly agreed by the parties, through programmes such as:

- * Financial Advice:- Advice for all employees on how to approach (in a general sense) decisions on how to use their redundancy payment. (No particular investment adviser will, however, be recommended).
- * Social Security:- Information about benefits and procedures for application and, where necessary, assistance in completing application forms.
- * Job Search:- The Company will provide on-site facilities to the CES and encourage the CES to come on-site to help employees in their search for new employment opportunities.
- * Vocational Guidance:- The Company will provide on-site facilities to the State

Vocational Guidance Service, if they are prepared to come on-site.

- The Company will offer skills training in making job applications and interview techniques. It will also make available to individuals advice and assistance in preparing resumes which explain Streets skills in general terms, so that an outside employer will understand them.
- **Attending Interview:-** An employee becoming redundant in accordance with the Agreement shall, during the period of notice, be given as much time as necessary without loss of pay to attend genuine job interviews. **Genuine job interviews must be proven by way of letter of intent from the intended employer.**



7.0 **REGISTRATION AND DURATION**

This Agreement will operate from the date on which all parties to it have signed it and returned it to the Company.

29th August 1996

**AN ENTERPRISE AGREEMENT
MADE BETWEEN**

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

AND

**INDUSTRIAL ORGANISATIONS REPRESENTING
EMPLOYEES OF THE COMPANY**



Signed for and on behalf of:

THE AUSTRALASIAN MEAT INDUSTRY EMPLOYEE'S UNION

C. Demzouf



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

[Signature]

Director.