

REGISTER OF
ENTERPRISE AGREEMENTS



ENTERPRISE AGREEMENT NO: EA97/173

TITLE: Transport Workers (Emery Worldwide) Enterprise Agreement 1997

I.R.C. NO: 97/4322

DATE APPROVED/COMMENCEMENT: 12 September 1997 and commenced 16 July 1997

TERM: Expires 16 July 1999

NEW AGREEMENT OR
VARIATION: New

GAZETTAL REFERENCE: -

DATE TERMINATED:

NUMBER OF PAGES: 14

COVERAGE/DESCRIPTION OF

EMPLOYEES: To apply to employees of Emery Worldwide picking up and delivering freight at Melbourne (Tullamarine) and Sydney (Kingsford Smith) Airports

PARTIES: Emery Worldwide -&- Giovanni Bertucci, Angelo Papadopoulos, Antonios Simitci, Peter Siskos, David Te Tai

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION
Industrial Relations Act 1988

S.... ..(.) - application for certification of an Agreement
(C No. of 1997)

Registered
Enterprise Agreement
Industrial Registrar

and the

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES
Industrial Relations Act 1991

S. ... - Application for Registration of an Agreement
(Application No. of 1997)

Between

The Employees as Scheduled

and

Emery Worldwide - A CF Company

TRANSPORT WORKERS (EMERY WORLDWIDE)
ENTERPRISE AGREEMENT 1997

Transport Workers

International Freight Forwarding Industry

MEMORANDUM OF AGREEMENT

The following terms have been agreed between the parties for terms and conditions of employment for employees of Emery Worldwide in settlement of matters in dispute between the parties.

1. TITLE

This Agreement shall be referred to as the **Transport Workers (Emery Worldwide) Enterprise Agreement 1997**.

2. APPLICATION

- 2.1 This Agreement shall be binding on Emery Worldwide (hereinafter referred to as "Emery") and employees of Emery who are required to perform work covered by this Agreement, with respect to work performed in and in connection with the pick-up and delivery of freight under international consignment to and out of Melbourne (Tullamarine) and Sydney (Kingsford Smith) Airports.
- 2.2 This Agreement supersedes the Agreement previously entered into and known as the Transport Workers (Emery Worldwide) Enterprise Agreement 1995.

3. GENERAL CONDITIONS

The provisions of the Transport Industry Interim (State) Award 1996 (New South Wales) and the Transport Workers Award 1983 (Victoria) shall apply to Emery and the employees of Emery, except where such provisions are varied by the provisions of this Agreement.

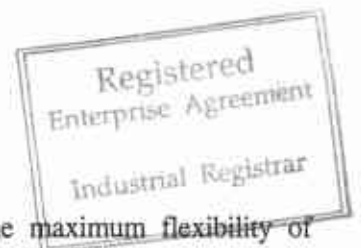


4. INTENT OF PARTIES

This Agreement has been developed through a process of consultation and negotiation between the employees, the Union and Emery reflecting a recognition by the employees and Union of the needs of Emery and a commitment by both parties to establish an efficient, productive and effective operation. It is the intention of the parties to provide and maintain a framework which will ensure that the spirit and substance of the Agreement endures to the benefit of all those affected by it.

To this end, the employees, the Union and Emery are dedicated to:

- 4.1 Establishing terms and conditions of employment based on the specific needs of the business. The parties recognise hereby that the specific needs of the business have not been satisfied to the extent intended under the previous Enterprise Agreement and, to that extent, this Agreement addresses specific issues which have been raised and discussed between the parties;
- 4.2 Ensuring that Emery facilities operate in a manner which will enhance and optimise cost-effective excellence and performance, with changes in technology and work procedures and practices contributing to and maintaining this position;
- 4.3 Seeking continuous review and improvement in agreed measures of safety, work place and performance quality and work environment, together with employees willing to accept responsibility for outcomes in these respects;
- 4.4 Ensuring that work can be undertaken in a fully flexible manner without demarcations or limitations on performance, subject only to the restrictions imposed by individual skill and knowledge levels;
- 4.5 Establishing and maintaining open and direct communication with all employees on matters of mutual interest and/or concern;
- 4.6 Avoiding any action which disrupts or dislocates continuity of work and customer service through a commitment to a process which seeks to deal with and resolve employee concerns, of whatever type or nature, speedily and effectively through prompt, full and open communication and an agreed process of consultation and negotiation, initially less formally at the site level but, if not thereby resolved, through a formal dispute resolution procedure;
- 4.7 Establishing, supporting and maintaining standards of work performance, conduct and attendance which will maximise a safe, productive and efficient operation;
- 4.8 Further, to promoting self esteem and group morale necessary to achieving a workplace where the employees accept responsibility for their individual performance and quality of output, as well as that of the work section or enterprise as a whole. In this regard, particularly to promoting the philosophy of self-managing work teams, along guidelines established by Australian Best Practice initiatives;
- 4.9 Ensuring that employees receive a proper level of reward measured against their work performance, with opportunities for career advancement through both lateral promotional progression, together with job security and maximised quality of working life. In this regard, to establishing processes for training employees to improve skills and knowledge.
- 4.10 Establish a training program that will enhance the performance quality of all employees and provide the necessary skills for advancement through the classification structures.
- 4.11 It is the further intention of the parties that this Agreement be certified/ratified in the respective industrial commissions and to have common application in the States of Victoria and New South Wales.



5. CONTRACT OF EMPLOYMENT

The following terms of employment have been agreed to provide for the maximum flexibility of employees engaged, and to provide for the averaging of rates of pay on account of work which may be worked outside the normal span of hours provided in the respective Award. The arrangements are also seen as providing optimum opportunity for employees to enjoy leisure time without impacting upon existing standards in employees' remuneration; and the need for the Company to operate efficiently and productively.

5.1 Permanent Employees

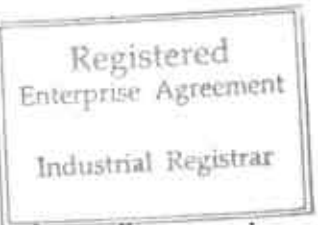
5.1.1 Hours of Work

- 5.1.1.1 Employees working under the terms hereof shall work ordinary hours of work which do not exceed an average of 38 hours over a 52 week period to be worked on any five days of the week, subject to the provisions hereof.
- 5.1.1.2 Employees may be required to work up to ten hours on any one day without payment of overtime PROVIDED THAT no employee shall be required to work more than five hours continuously without a meal break or a crib break. The actual hours of work shall be provided under an arrangement for work to be agreed between the Company and employees entered into with respect to each site. AND PROVIDED ALSO THAT no employee shall be required to work five consecutive days without the next two consecutive days being allowed off except in exceptional circumstances.
- 5.1.1.3 On such days where employees work up to ten hours, employees shall be paid for 7.6 hours of work with the difference in actual time worked and 7.6 hours being "banked". For example, an employee who works 9.5 hours on any day (exclusive of meal breaks) shall be paid as for working 7.6 hours and shall have 1.9 hours applied to his or her banked hours.
- 5.1.1.4 Payment for all hours in excess of ten hours worked shall be paid at the appropriate penalty rate provided for in Clause 7 of this Agreement for all hours worked in excess of ten hours on any one day.
- 5.1.1.5 Employees may take time off without loss of pay up to the amount of hours which have been "banked" which shall usually be on the basis of one day (7.6 hours) in each week or such other period as may be mutually agreed subject to the accumulation of hours standing to the employee's credit. Such time may be taken as time off until any time standing to the employee's credit in his or her bank has been taken. Such time off shall be at a time agreed between the employee and management to suit the mutual convenience of both parties.
- 5.1.1.6 During any week when the employee takes time off corresponding to time credited in his or her bank, the employee shall receive normal pay for the time so taken off. For example, in the event that the employee takes a full day of 7.6 hours off, and works four other days of 7.6 hours each, the employee shall receive his or her normal pay for the week.
- 5.1.1.7 An employee who works on a day which has been nominated as a day off shall be paid for such hours of work at his or her ordinary rate of pay, together with the ordinary pay prescribed for the day which would otherwise have been taken off.

- 5.1.1.8 Public holidays shall be paid as a normal 7.6 hour day. During any week where the employee takes time off on account of illness as provided under the award, such time off shall be deemed to be 7.6 hours should a full day be taken off.
- 5.1.1.9 An employee who terminates with time standing to his or her credit in the accrual bank shall be entitled to receive payment at the rate of pay for the classification in which such hours have been worked.
- 5.1.1.10 In lieu of providing for the employee to take time off pursuant to the provisions hereabove, the Company and the employee may agree at any time for the employee to be paid the monetary value of the hours credited to the employee's bank, any part thereof. In any event, this provision shall apply whenever accumulated hours exceed 56, with respect to such excess hours.

5.1.2 Operation of Provisions

- 5.1.2.1 The provisions hereof shall operate so as to provide for an averaging of actual pay over the whole of the work period, except for overtime worked which shall stand outside of the provisions. Employees who are required to work up to 10 hours per day, shall receive standard pay as for 7.6 hours for work performed, with any additional time worked in excess of 7 hours 36 minutes per day being applied to the bank accumulation. Therefore, an employee who works 12 hours on any day exclusive of meal breaks shall have 2.4 hours banked to the credit of the employee for the day, and the employee shall receive payment for two hours at the rate prescribed in Clause 7.1 hereof.
- 5.1.2.2 Accumulated hours *may* be taken as time "off" under an arrangement which is agreed between the parties. *Such arrangement may include;* by way of example only:
- A. A system where an employee has worked a total of 85 days each of 9 hours (exclusive of meal breaks), on the basis of an accumulation on each such day of 1.4 hours, the employee may work a total of 85 days each of 6.2 hours, exclusive of meal breaks;
 - B. A system where an employee has worked a total of 12 days each of ten hours (exclusive of meal breaks) on the basis of an accumulation on each such day of 2.4 hours, the employee may work 3 weeks each of four days each of 5.2 hours (5 hours 12 minutes) continuously;
 - C. Under arrangements where employees work hours of work which have an accumulation of hours other than as illustrated above, such hours as are accumulated may be offset by working arrangements which allow for the periodic taking off of time until the accumulated hours have all been taken off. The Company may agree with employees to work hours which provide for an accumulation to the employee's credit other than those illustrated. Such arrangements shall always be subject to the limitation that average hours of work shall not exceed 38 averaged over a 52 week period and, wherever possible, time off representing accumulated hours shall be provided for the employee.



5.1.3 Payment of wages under arrangements

5.1.3.1 **Intention**

It is the intention of the provisions to provide an option of extending normal working hours at certain times to meet the operating requirements of the enterprise, such extended hours *may* be offset by employees being allowed to work lesser number of hours as ordinary time at other times. This is seen both as meeting the needs of the business as it is conducive to the needs of the employees, principally by providing for increased leisure time for employees at times when work requirements are at their least. It is the further intention of the provisions to allow for averaging of payments of wages so that employees receive a standard and predictable wage for each week in which they undertake the ordinary work required for the period.

5.1.3.2 To achieve this objective, employees will be paid for each week of ordinary work no less than at the rate prescribed for the classification of work they perform, irrespective of the ordinary number of hours prescribed for the period. Where such work is more than 7.6 hours per day, employees shall be paid as for 7.6 hours, with the excess balance accumulating to the employee's credit. Where such work is less than 7.6 hours per day on average taken over the week, on the basis that "offset" time has been taken off in the week, payment shall nevertheless be for 7.6 hours per day, on the basis that the time taken off pursuant to the "offset" provisions of the arrangements is deducted from the time standing as accumulated time to the credit of the employee, and subject to the number of hours standing to the accumulation of the employee not being exceeded.

5.1.4 Overtime

5.1.4.1 Under all work arrangements, overtime shall be paid for all hours which are worked in excess of the hours provided for the day. For example, an employee who has been rostered to work 6.2 hours on any one day on the basis that time off is being taken to offset accumulated time shall be paid at the overtime rate of pay provided for all time worked in excess of 6.2 hours on such day, and so on.

5.1.4.2 The employees working overtime shall be paid at a prescribed rate for the said working of overtime as set down in the applicable column of the Schedule in Clause 7.1 hereof.

5.1.4.3 Such overtime shall only be paid when worked at the direction of the Company and where hours of work have been authorised by the employee's supervisor or other authorised officer.

5.1.5 Company to advise employees

Under the foregoing arrangements for work, management shall advise employees at the commencement of any work under the accumulation provisions the hours of work which will be rostered as "normal" and the provisions which are intended to "offset" the accumulated hours as provided in Clause 5.1.4.1 hereof, where a day of work is rostered to provide for a day in which accumulated hours are to be taken into account and the employee is to be paid the full day's pay for actually working a lesser number of hours, in the event that hours are worked in excess of such lesser number of hours rostered, and such hours are to be paid for at the rate

prescribed in Clause 7.1 hereof. Once determined, the arrangements may only be altered by agreement, with a view to meeting some particular circumstance either for the Company or an individual employee.



5.1.6 Rosters

Employees shall work to a roster drawn up by management, consistent with the needs of the operation. Wherever possible, management shall consult with employees with a view to meeting any special individual requirements of the employees. Rosters shall ensure to the maximum extent possible that employees work an equal number of shifts on weekends, or at night, with all other employees, to ensure that the benefits of the rate of pay schedules are uniformly shared by all employees.

5.1.7 Starting and Finishing Times

- 5.1.7.1 Starting and finishing times of employees' shifts will be determined by management and advised to employees prior to the commencement of each roster.
- 5.1.7.2 A starting time, once set, may be varied by management to meet some particular requirement subject to reasonable notice being given to the employee of such change.
- 5.1.7.3 In circumstances where management determines that there is insufficient demand to retain all rostered employees for the entire shift, the finishing time for the shift may be brought forward for one or more employees subject to:
 - 5.1.7.3.1 No shift shall be shortened to a period of work of less than four hours;
 - 5.1.7.3.2 No shift shall be shortened once the last hour of the rostered shift has commenced;
 - 5.1.7.3.3 Employees may volunteer to work a shortened shift, and such employees shall be given priority.

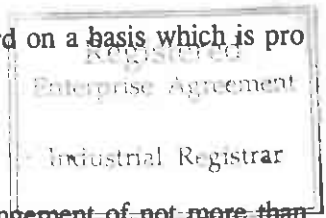
5.1.8 Employees rostered to work on Sundays and Public Holidays

Employees who perform work pursuant to a roster on Public Holiday shall be paid at the rate prescribed in the Schedule in Clause 7.1 hereof for all such hours of work performed

5.2 Part-Time

- 5.2.1 The Company may engage employees to work on a part-time arrangement in order to meet a specific need for the Company. The hours of part-time employees shall average not less than 16 nor more than 35 in any week to be averaged over 52 weeks, or over the specific period of engagement.
- 5.2.2 Part-time employees shall be paid at a minimum rate of 1/38th of the rate prescribed herein for the classification in which they are engaged which rate shall apply to all hours worked up to a maximum of 10 per day or 120 over a four week cycle, with such hours as exceed the limit stated being paid as provided hereabove.

5.2.3 Part-time employees shall otherwise receive the benefits of the Award on a basis which is pro rata with respect to the term for which they have been engaged.



5.3 Fixed Term Employees

5.3.1 The Company may engage employees to work on a fixed term arrangement of not more than twelve months in order to meet a specific need for the Company. Fixed terms employment shall not be used to replace the position of a permanent employee.

5.3.2 Fixed term employees shall terminate without further notice at the conclusion of their term for which they were engaged PROVIDED THAT a fixed term of no more than 11 months may be extended by a period of no less than four weeks which shall be taken into account for the purpose of calculating pro rata entitlements. Otherwise provisions set down for the termination of employees shall apply as for permanent employees.

5.3.3 Fixed term employees shall be paid at a minimum rate of 1/38th of the rate prescribed herein for the classification in which they are engaged which rate shall apply to all hours worked up to a maximum of 10 per day or 120 over a four week cycle, with such hours as exceed the limit stated being paid as provided hereabove.

5.3.4 Fixed term employees shall otherwise receive the benefits of the Award on a basis which is pro rata with respect to the term for which they have been engaged.

5.4 Casual Employees

5.4.1 Employees may be engaged as casual employees, in which event they shall be paid for each start for no less than (3) three hours work.

5.4.2 Notwithstanding that there may be engagements on successive days, casual employment shall be by the day, being the period on any one day for which the employee has been engaged. There is no requirement that Emery continue to engage a casual employee on a day or days subsequent to any day of engagement, and no continuity of employment shall be inferred by any continuum, of such engagements for work on subsequent days. Notwithstanding that work is undertaken by casual employees on a continuing sequence of independent engagements, casual employees shall be paid for all work undertaken on the next normal pay day for full-time employees.

5.4.3 Casual employees shall be paid at the rate prescribed herein together with a loading of 25% which shall be for all entitlements, including for annual leave.

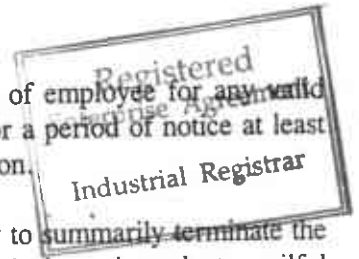
5.5 Termination

5.5.1 Full Time, Part-Time and Fixed Term Employees

5.5.1.1 Probationary Period

There shall be an initial probationary period of employment of three months, during which period termination may be effected by either party giving one week's notice in writing to the other.

- 5.5.1.2 Thereafter, Emery may terminate the employment of an employee for any valid reason by giving notice in writing and providing for a period of notice at least equal to the period provided in the relevant legislation.
- 5.5.1.3 These provisions shall not affect the right of Emery to summarily terminate the employment of an employee who is engaged in misconduct, wilful disobedience or dishonesty which has been established or proven to the satisfaction of management.



5.6 Meal Breaks

The Company will grant, and the employees will take, an unpaid meal break of not less than 30 minutes nor more than one hour at a time to suit the needs of the business but no later than five hours after commencing work. The only exceptions will be those which arise because of some need facing the Company and any change in the arrangements for taking of a lunch break must be confirmed and agreed between an employee and his or her immediate supervisor.

5.7 Work to be Performed

Consistent with the company's objective on development and training to provide for multi-skilling, employees may be directed to perform and undertake tasks ancillary to their normal duties provided such work is within the range of capability of the employee.

6. ABSENCES FROM WORK

- 6.1 An employee who absents himself/herself from work on three successive days for which he or she has been rostered without explanation or advice shall be deemed to have abandoned employment without an intention to resume work.
- 6.2 With respect to sick leave, the employee shall be required to report absences so far as is practicable prior to the commencement of his/her normal rostered week, advising the nature of the illness and the estimated duration of absence. When requested, the employee shall provide corroboration of an illness or injury whenever reasonably requested by Emery. In this respect, it is reasonable to request substantiation for a claimed illness immediately following or preceding a day or days on which the employee is not rostered to work. An employee who cannot substantiate an absence to the satisfaction of Emery when requested may be refused sick leave and the day or days of absence will be regarded as leave without pay.
- 6.3 The employee shall be entitled to apply days of sick leave standing to his or her credit in order to attend on an immediate member of the family who has suffered a sickness or accident which requires such attendance. For purposes of this clause, an immediate family member shall be a spouse or de facto spouse, parent, child or a depended relative living in the house of the employee. An employee claiming sick leave under this sub-clause shall obtain and furnish to the Company a statement from a qualified medical practitioner attesting to the illness or accident and a recommendation that the person so ill or injured have daily attendance. Further the Medical Certificate shall state the person by whom the attendance is required to be the primary caregiver for such ill or injured family member. Provided that no employee shall receive less than one (1) week sick leave for each year of service.
- 6.4 With respect to annual leave, annual leave of no less than eight hours, may be granted to an employee who has a minimum three months service, such annual leave not be exceed the pro rata entitlement of



the employee at the time of granting and such period granted to be taken to reduce the amount of overall entitlement.

- 6.5 With respect to long service leave, all employees shall be entitled to long service leave as provided in the New South Wales Long Service Leave Act 1944. Long service leave standing to the credit of employees as at the date of execution hereof shall be accumulated as the previous practice of the Company and advised to employees.

7. WAGES

- 7.1 Adult employees pursuant to the terms of this Agreement shall be classified as follows and paid at the rate applicable to such classification. Rates of pay have been annualised and incorporate meal allowance and have been factored for additional hours worked by employees.

GRADE	Annualised Rate of Pay (Ordinary pay - Mon to Sat) (Per Day)	OTHER PAYMENTS				
		Hours worked in excess of 10 hours per day (Per Hour)	Hours worked on Sundays and Public Holidays (Per Hour)	Hours worked on Christmas Day and Easter Friday	Casual working ordinary hours (Mon/Sat)	Casual working Sunday and Public Holidays
Grade 1 Employee engaged to perform routine loading/unloading/standby duties, in store under constant supervision	\$106.20	\$14.00	\$17.45	\$21.00	\$17.45	\$26.25
Grade 2 Employee engaged at a loader-freight forwarders depot, who may be required to drive a rigid vehicle having load capacity of up to 4.5 tonnes or a forklift with lifting capacity not exceeding 9 tonnes - Employee usually works under supervision	\$117.25	\$15.40	\$19.25	\$23.10	\$19.25	\$28.90
Grade 3 Employee who can perform the work of a Grade 2 employee but who for a major part of his duties drives a rigid vehicle with capacity up to 22.5 tonnes, or an articulated vehicle, or a forklift with lifting						

capacity up to 15 tonnes - usually works with low level of supervision.	\$128.85	\$16.95	\$21.20	\$25.40		
Grade 4 Employee who can perform the work of a Grade 3 employee but who may be required to drive a vehicle having capacity of more than 22.5 tonnes or to work with nil or minimal supervision and to make decisions regarding their work and accept responsibility, for their overall performance of work.	\$136.85	\$18.00	\$22.50	\$27.00		
Grade 5 Employee who performs the work of a Grade 4 employee and who is required to take responsibility for the work of other employees and generally act to co-ordinate the work performance of the team.	\$152.85	\$20.10	\$25.10	\$30.15		

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NOTE: The rate shown in column 1 shall be the all purpose rate.

7.2 Review

7.2.1 The rates of pay prescribed in this schedule shall be reviewed no less frequently than once in each calendar year, such review to have regard to community trends over the previous year.

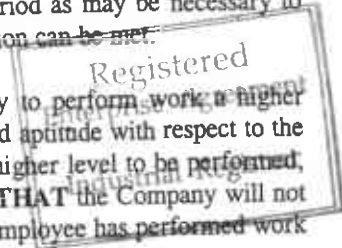
7.2.2 For the purposes of the review the above all purpose rates are inclusive of all relevant allowances including shift allowances and meal allowances, and have been adjusted with respect to current wage fixing principles allowing for variations to wage rates on account of enterprise bargaining up to and including 31 December 1996.

7.3 Employees to Continue to Demonstrate Skills

7.3.1 Employees who have been graded under any of the classifications above shall continue to demonstrate the skills and aptitude to perform the indicative tasks relevant to their particular classification. Employees whose performance is lacking in this respect shall be counselled with respect to the Company's expectations and requirements for the position in which they are graded. If, after counselling, the performance continues to be deficient, the employee may, as an alternative to termination, be graded in a

lesser classification, and shall remain at that lesser classification for such period as may be necessary to satisfy the Company that the requirements for grading in the higher classification can be met.

- 7.3.2 An employee graded in a lesser classification shall be given an opportunity to perform work at a higher level. Subject to the employee demonstrating the necessary level of skills and aptitude with respect to the work at the higher level, and subject to the Company requiring work at the higher level to be performed, the Company may re-classify the employee at the higher level **PROVIDED THAT** the Company will not consider any application for re-grading at a higher level until and unless the employee has performed work at the lesser level for a minimum period of six months.



7.4 **Benchmarking**

For the purpose of measuring productivity improvements at the workplace, the parties will determine an appropriate benchmark which shall then be adopted as an annexure to this Agreement. This benchmark will be used for the purpose of applying a gainshare measurement for future wage variations when sustained productivity improvements can be identified against the benchmark.

8. PUBLIC HOLIDAYS

- 8.1 In lieu of the provisions relating to Public Holidays, the following shall apply:

8.1.1 An employee on weekly hiring shall be entitled, without deduction of pay to the holidays observed in respect of New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; and

8.1.2 The following days where proclaimed as public holidays in the respective states.
Australia Day; Anzac Day; Queen's Birthday; 8 Hour Day or Labour Day.

8.1.3 An employee on weekly hiring shall be entitled to one other day or equivalent to be agreed between Emery and the employee.

8.1.4.1 When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December.

8.1.4.2 When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 28 December.

8.1.4.3 When New Year's Day or Australia Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on the next Monday.

8.2.1 Emery and the employees may agree to substitute another day for any prescribed in this clause. For this purpose, the consent of the majority of affected employees shall constitute agreement.

8.2.2 An agreement pursuant to 8.2.1 shall be recorded in writing and be available to every affected employee.

8.2.3 The Union shall be informed of an agreement pursuant to 8.2.1 and may within seven days refuse to accept it. The Union will not unreasonably refuse to accept the agreement.

8.2.4 If the Union, pursuant to 8.2.3, refuses to accept an agreement, the parties will seek to resolve their differences to the satisfaction of the employer, the employees and the Union.

8.2.5 If no resolution is achieved pursuant to 8.2.4, Emery may apply to the Commission for approval of the agreement reached with his or her employees. Such an application must be made fourteen or more days before the prescribed holiday. After giving the employer and the Union an opportunity to be heard, the Commission will determine the application.

9. ANNUAL HOLIDAYS

Employees shall be entitled to four weeks annual leave per annum for each completed twelve months service, to be taken at a time directed by the Company. At least four weeks notice of the Company requiring that leave be taken shall be given to employees. In determining the time for taking such annual leave the Company shall, so far as possible, meet the convenience of the employees but shall otherwise be entitled to direct that leave be taken at a time which best suits the needs of the Company. The Company may refuse to grant annual leave at any time where circumstances of the Company do not make it convenient to so allow for the annual leave.

10. SUPERANNUATION

The Company will subscribe to an approved fund or funds, by way of the superannuation contribution prescribed under the Superannuation Guarantee Charges Act 1992 an amount which is consistent with the benefit paid to existing employees as at the date of execution hereof with respect to such employees, or at an amount which does not exceed the required minimum superannuation contribution prescribed under the said Act from time to time, whichever amount shall be the greater, PROVIDED THAT the Company shall not be obliged to make superannuation contributions to more than one fund which together exceed 12%.

11. DISPUTE SETTLING PROCEDURES

11.1 In order to promote speedy, effective and informal resolution of problems it is agreed that the employee with a grievance will first discuss the matter with the immediate supervisor and every effort should be made to resolve it at this early stage. The immediate supervisor will respond to the employee's grievance as soon as possible, and unless there are exceptional circumstances, within 24 hours.

11.2 It is recognised that not all problems will be resolved in this manner. Therefore the following formal procedure for the resolution of problems is agreed.

- Stage 1:** If the issue is not resolved informally between the employee and the immediate supervisor, the employee may then seek advice from the Union delegate and together they may approach the immediate supervisor.
- Stage 2:** If the issue is not resolved at Stage 1, the employee and the Union delegate will confer with the immediate supervisor and site management.
- Stage 3:** If the matters remains unresolved the employee and the Union delegate and if required the Union organiser will confer with the site management and Human Resources Management.
- Stage 4:** Emery and the Union are totally committed to resolving grievances within the above stages, however, if the matter cannot be settled by the parties they will agree to maintain the status quo and refer the matter to the Australian Industrial Relations Commission, or Australian Industrial Relations Commission of New South Wales, whichever is relevant, for decision which will be binding on and accepted by all parties.

The parties will request the arbitrator to determine positively in favour of either Emery or the grievant after taking into account any common ground achieved between the parties.

11.3 In making the above commitments the parties recognise that in exercising Emery's right to manage and to decide finally on the operation of the plant, it must take due account of the undertaking of the Union and the employees to continue normal work while the matter in dispute is being resolved through the agreed procedures. Emery recognises and accepts that there will be circumstances when the implementation of a contested management decision may be delayed, pending the finalisation of the matter under the agreed procedures. The Union and employees recognise and accept that in some cases, dismissal for gross misconduct for example, implementation of the decision may occur prior to the commencement or finalisation of the agreed procedures. In these circumstances the dispute resolution procedure allows management's action to be reviewed promptly by the parties and, ultimately if necessary, by the Industrial Relations Commission of New South Wales, or Australian Industrial Relations Commission, whichever is relevant, whose decision will be accepted by all.



12. NO EXTRA CLAIMS

It is a term of this Agreement (arising from the decision of the Australian Industrial Relations Commission in the National Wage Case of 15 November 1993 the terms of which are set out in Print No. K9940 or the New South Wales State Wage Case Decisions from time to time), that the Union will not pursue during the currency of this Agreement, any extra claims, award or overaward, except where consistent with the principles determines by the decision.

13. DECLARATION

13.1 This Agreement has been negotiated through extensive consultation between the Company representatives and the Union representatives on behalf of the employees. The content of the Agreement has been canvassed between the parties and the employees concerned, or potentially concerned. All parties entering into this Agreement, or affected by its coverage, have done so with full knowledge as to its content, the effect of implementation of its provisions and the effect of certification hereof.

13.2 The parties declare that this Agreement:

- (i) Is not contrary to public interest;
(ii) Is not unfair, harsh or unconscionable to any relevant person, or potential relevant person;
(iii) Was at no stage entered into under duress; and
(iv) Reflects the interests and desires of the parties and the persons covered by or potentially covered by the Agreement.

14. MONITORING COMMITTEE

A Monitoring Committee, which may include the Branch Secretary of the Union of his nominee and the senior site delegate, but otherwise shall comprise an equal number of employees and management representatives, shall be formed to:

- (i) Ensure the correct application of this Agreement, particularly in the light of the provisions of the relevant Awards;
(ii) Further measures to be considered for implementation consistent with the commitment of the parties to bring about further structural efficiency, or with a view to modernising this Agreement.

In the event that a difficulty or disagreement arises over any matter being considered by the Committee, it may be referred and dealt with as a dispute pursuant to the procedures set down herein. For purposes of advancing the interests of the parties, any issue of relevance to the operations of Emery, or of the employees, may be considered by the Committee, with no reasonable limit placed on the agenda for such consideration.

15. OPERATIVE DATE

This Agreement shall commence on the 16th day of July 1997 and shall continue in force for a period of 24 months.

The parties have signed hereto on the 16th day of July 1997

For and on behalf of Emery World Wide by authority of the Board

[Handwritten signature]

)
)
)

[Handwritten signature]



By the employees employed at the)
Sydney depot of Emery World)
Wide and whose employment is)
covered by this Agreement as)
scheduled hereto:)

G. Bertucci (Giovanni Bertucci)
(name)

An. Papadopoulos (Angelo Papadopoulos)
(name)

A. Simitci (Antonios Simitci)
(name)

P. Siskos (Peter Siskos)
(name)

.....
(name)

.....
(name)

By the employees employed at the)
at the Tullamarine Depot of Emery)
Worldwide)

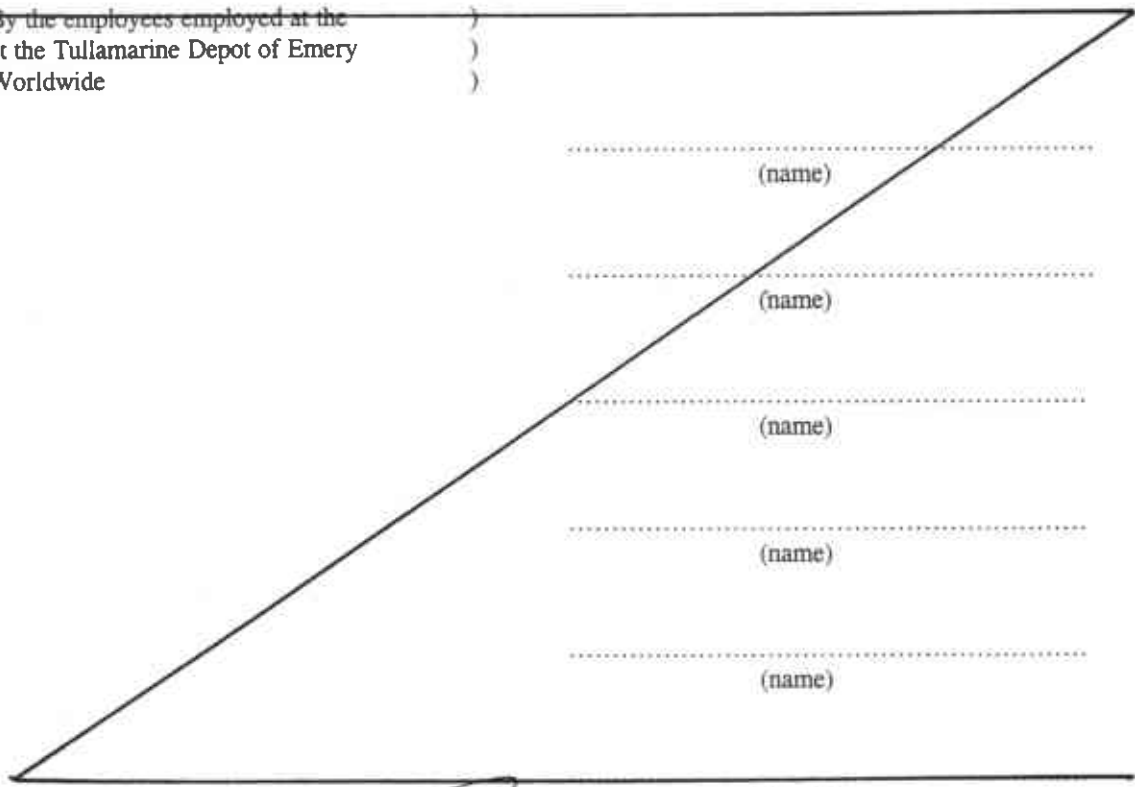
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Witness: *[Signature]*