

(1730)

SERIAL C2530

TRANSPORT INDUSTRY - ALLIED EXPRESS TWU INTERIM CONTRACT DETERMINATION

Schedule of Consolidated Award Published on 2.7.2004 and Subsequent Variations Incorporated

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INTERIM CONTRACT DETERMINATION

Arrangement

Pending further order, the Industrial Relations Commission of New South Wales makes a Contract Determination in the following terms:

1. This Contract Determination shall be binding on Allied Express, and the TWU.
2. Transferring contract carriers shall be engaged by Allied Express on the same terms and conditions upon which they were engaged by CTI Logistics.
3. Allied Express shall consult with the Transferring Contract Carriers and the TWU should the need arise, after the Transfer Date, for a restructure of the contract logistics business. Such a restructure process shall not begin until after the Transfer Date.
4. For the purposes of this Contract Determination the following definitions shall apply:

"Contract Carriers" shall mean contract carriers who work for CTI Logistics and who are members of the TWU or eligible to be members of the TWU and are offered engagement by Allied Express in connection with the Trade Sale.

"Transferring Contract Carrier" shall mean each Contract Carrier who accepts an offer of engagement made by Allied Express and commences the engagement with Allied Express.

"Trade Sale" shall mean the purchase by Allied Express of the transport and distribution/contract logistics business of CTI Logistics located principally at 54-56 Redfern Street, Wetherill Park NSW 2164.

"Allied Express" shall mean the Allied Express Group of companies, including Allied Express Transport Pty Ltd (ACN 001 787 962), Allied Express Skytrax Pty Ltd (ACN 074 596 491), and Allied Express Australia Limited (ACN 001 787 962) and all subsidiaries and related corporations of Allied Express Australia Limited.

"TWU" shall mean the Transport Workers Union of New South Wales.

"CTI Logistics" shall mean CTI Logistics Ltd (ACN 008 778 925) and all subsidiaries and related corporations of CTI Logistics.

"Transfer Date" means 3 November 2003 or such later date as shall be agreed between Allied Express and CTI Logistics pursuant to the Trade Sale agreement.

5. Subject to the *Industrial Relations Act* 1996, any dispute shall be dealt with in the following manner:
 - 5.1 The representative of the Union on the job and the appropriate supervisor shall attempt to resolve the matters in issue in the first place.
 - 5.2 In the event of failure to resolve the dispute at job level the matter shall be the subject of discussions between an organiser of the Union and the workplace manager.
 - 5.3 Should the dispute still remain unresolved the Secretary of the Union or a representative will confer with senior management.
 - 5.4 In the event of no agreement being reached at this stage, the dispute will be referred to the Industrial Relations Commission of New South Wales for resolution.

6. Anti-Discrimination

- 6.1 It is the intention of the parties bound by this contract determination to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 6.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this contract determination the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this contract determination are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the contract determination which, by its terms or operation, has a direct or indirect discriminatory effect.
- 6.3 Nothing in this clause is to be taken to affect:
- 6.3.1 any conduct or act which is specifically exempted from anti-discrimination legislation;
 - 6.3.2 offering or providing junior rates of pay to persons under 21 years of age;
 - 6.3.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*; or
 - 6.3.4 a party to this contract determination from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 6.4 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

7. This Contract Determination shall operate from 2 November 2003 and will have a nominal term of 12 months and shall cease to apply at the end of that nominal term.



Appendix A

1. Transport Industry - Courier and Taxi Truck Contract Determination