

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA03/183

**TITLE: TNT Express (Rugby True Colours Tour) Agreement
2003**

I.R.C. NO: IRC3/3639

DATE APPROVED/COMMENCEMENT: Approved 13 August 2003 and commenced 8 July 2003

TERM: 3

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 31 October 2003

DATE TERMINATED:

NUMBER OF PAGES: 5

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees of TNT Australia Pty Limited engaged on the promotional road show project who fall within the coverage of the Transport Industry (State) Award

PARTIES: TNT Australia Limited -&- the Transport Workers' Union of New South Wales

1. Title

This Agreement shall be known as the "TNT Express (Rugby True Colours Tour) Agreement 2003".

2. Arrangement

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3. Parties Bound

The parties to this Agreement are TNT Australia Pty Limited and the Transport Workers' Union, New South Wales.

4. Operation of Agreement and Anti-Discrimination

- (a) This Agreement shall apply to Employee Drivers who are engaged to perform Work on the See Australia Rugby True Colours Tour.
- (b) It is the intention of the parties to this agreement 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 and age.
- (c) It follows that in fulfilling their obligations under the dispute resolution procedure set out in clause 15 of this Agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Agreement 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 Agreement which, by its terms or operation, has a direct or indirect discriminatory effect.
- (d) Under the *Anti-Discrimination Act* 1977, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (e) Nothing in this clause is to be taken to affect:
 - (i) any conduct or act which is specifically exempted from anti-discrimination legislation;

- (ii) offering or providing junior rates of pay to persons under 21 years of age;
 - (iii) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (iv) a party to this agreement from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- (f) 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.

5. Definitions

- (a) "Act" means the *Industrial Relations Act 1996* as amended or any other Act replacing or operating in lieu of the Act
- (b) "Commission" means the Industrial Relations Commission of New South Wales
- (c) "Company" means TNT Australia Pty Limited (ABN 41 000 495 269)
- (d) "Employee Driver" means an employee of the Company who has been selected by the Company to undertake Work on the Tour and who will drive an articulated vehicle and/or an 8 tonne rigid vehicle during the Tour
- (e) "Employer" means TNT Australia Pty Limited (ABN 41 000 495 269)
- (f) "industrial instrument" means an award, an enterprise agreement, a former industrial agreement, a contract determination or a contract agreement and includes an award or certified agreement of the Australian Industrial Relations Commission, which but for this Agreement, would apply to the Employee Driver
- (g) "Linehaul Manager" means the Company's New South Wales Linehaul Manager
- (h) "Tour" means the See Australia Rugby True Colours Tour conducted by the Australian Rugby Union commencing on 8 July 2003 and ending on 15 October 2003, and travelling around Australia
- (i) "TWU" means the Transport Workers' Union, New South Wales.
- (j) "Work" means all work performed by the Employee Driver directly or incidental to the Tour including, but not limited to, driving articulated or rigid vehicles, setting up displays, dismantling displays, loading and unloading equipment into vehicles during the period 8 July 2003 to 15 October 2003.

6. Incidence

This Agreement shall apply to Work performed by the Employee Driver in the state of New South Wales.

7. Duration of Agreement

- (a) The Agreement shall operate from 8 July 2003 and shall expire on 15 October 2003.
- (b) The Employer and the TWU will not be bound to apply this Agreement, except in relation to the performance of the Work. This Agreement will not apply to the performance of any other work carried out by employees of the Company.
- (c) The parties each agree to consent to any application for termination of this Agreement which is made after 15 October 2003.

8. Relationship to Industrial Instruments

To the extent permitted by law, this Agreement operates to the exclusion of all industrial instruments.

9. Objectives of This Agreement

- (a) The parties to this Agreement acknowledge the international importance of the 2003 Rugby World Cup. The parties further acknowledge the unique opportunity that this event provides for the Company and its employees.
- (b) The objectives of this Agreement are:
 - (i) to ensure the success of the Tour;
 - (ii) to provide to the Company's client, the Australian Rugby Union, with the expertise and resources required to effectively manage and execute a project of these significant dimensions; and
 - (iii) to facilitate a unique opportunity for employees to be part of the 2003 Rugby World Cup promotion.

10. Rates of Pay

The Employer shall pay the Employee Driver \$1,400.00 per week, Monday to Sunday inclusive.

11. Hours of Work

- (a) The parties acknowledge the unique nature of the Tour. The parties further acknowledge that flexible working arrangements are a prerequisite for meeting the requirements of the Tour. Accordingly, the parties agree that:
 - (i) the hours of work shall be variable and shall be such hours required by Employer, within legislated driving times
 - (ii) unless otherwise advised by the Employer, the hours of work allocated to an Employee Driver will be worked between 4.00am and 11.00pm, Monday to Sunday inclusive.

12. Training

- (a) The Employee Driver shall undertake training prior to commencing the Work.
- (b) Training may include, but not be limited to:
 - (i) operational procedures
 - (ii) safety procedures
 - (iii) media training

13. Uniforms

The Employee Driver will wear the uniform provided by the Australian Rugby Union while undertaking the Work.

14. Parties Not to Obstruct the Work

- (a) No party or Employee Driver shall take action which jeopardises or obstructs the timely performance of the Work.
- (b) If an Employee Driver does take action which jeopardises or obstructs the timely performance of the Work, the Employee Driver shall not be entitled to the payment prescribed in clause 10 of this Agreement. The Employer may refuse to allow the Employee Driver to perform any further Work.

15. Dispute Settlement Procedure

Continuation of Work

- (a) The parties agree that it is essential for Work to which this Agreement relates to continue without interruption or any form of industrial action.
- (b) The parties commit unreservedly to ensure that Work is performed without interruption including in the event that any dispute arises in relation to the performance of Work, or in relation to this Agreement or any other related matter. At all times, Work will continue as normal including, but not limited to, during and after the following of the dispute settlement procedure.

The Procedure

- (c) If a dispute arises, the Employee Driver or his/her representative will raise the matter as soon as possible with the Linehaul Manager.
- (d) If the matter is not resolved between the Employee Driver and the Linehaul Manager, the Linehaul Manager will refer the matter to the Company's employee relations management for discussion with the State Secretary of the TWU.
- (e) If the matter is not resolved or settled within 24 hours in accordance with Paragraphs (c) and (d) above, then either the Employer or the TWU may refer the matter to the Commission for conciliation.

Work Arrangements

- (f) The parties agree that the Employer may exercise reasonable management discretion in relation to the performance of the Work and any matters incidental to the performance of the Work including in relation to any matters in dispute. Employee Drivers will continue to perform Work in accordance with the directions of the Employer while any dispute is being resolved.

Right to Refer to the Commission

- (g) Notwithstanding the above procedure, a party may, at any stage, if it considers it to be necessary or expedient, refer any issue in dispute to the Commission for conciliation.

Preservation of Rights

- (h) The rights of any person involved in or affected by a dispute will not be prejudiced by the fact that Work continues without interruption in accordance with the directions of the Employer.

Safety

- (i) If a safety issue arises relating to the performance of Work to which this Agreement relates, the dispute settlement procedure will be followed. However any Employee Driver whose safety is at risk will not be

required to engage in the Work or to the extent it is unsafe to do so, but otherwise will continue to perform the Work normally. The Employee Driver may be required to perform other duties as directed by the Employer.

16. No Extra Claims Or Increases

- (i) The parties bound by this Agreement intend this Agreement to be a closed agreement and that it covers all matters pertaining to wages and conditions and claims for the Work that could be included in an enterprise agreement during its nominal period.
- (ii) For the avoidance of doubt, the parties agree that no other claims (whether award or over award) shall be made by employees (or any other person on their behalf) and/or the TWU.

17. SIGNATURES

EXECUTED as an Agreement:

SIGNED by TNT AUSTRALIA PTY LIMITED ABN)
41 000 495 269 pursuant to section 127(1) of the)
Corporations Act 2001:)

Secretary

H E Chapman

Name of Secretary

Director

R Corcoran

Name of Director

Date: _____

SIGNED by the TRANSPORT WORKERS' UNION,
NEW SOUTH WALES BRANCH:

Secretary

A Sheldon

Name of Secretary

Date: _____