

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA01/213

TITLE: Caines Pty Ltd 2001 Agreement

I.R.C. NO: 2001/3030

DATE APPROVED/COMMENCEMENT: 22 May 2001

TERM: 24 months

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE: 27 July 2001

DATE TERMINATED:

NUMBER OF PAGES: 17

**COVERAGE/DESCRIPTION OF EMPLOYEES: Applies to all employees engaged under
the Margarine Makers (State) Award**

PARTIES: Caines Pty Ltd -&- The Australian Workers' Union, New South Wales



FILED

- 2 MAY 2001

**OFFICE OF THE INDUSTRIAL
REGISTRAR**

**Caines
Pty Ltd
2001 Agreement**

Registered
Enterprise Agreement
Industrial Registrar

1. AREA INCIDENCE AND DURATION

TITLE

The agreement shall be known as the Caines Pty. Ltd 2000 Agreement

PARTIES BOUND

The parties to this Agreement are:



- a. Caines Pty Ltd
Caines Foods Pty Ltd
Caines Packaging Pty Ltd
("the Employer")
- b. Australian Workers Union, Newcastle, Central Coast and Northern Regions Branch
- c. All employees of the Employer whose terms and conditions are regulated by the Margarine Makers (State) Award are on sites of the business in any of the occupations listed in Attachment 1.

COMMENCEMENT AND DURATION

This Agreement will commence on and from the date of ratification and shall remain in force for a period of two (2) years.

OBJECTIVES OF AGREEMENT AND MEASURES TO INCREASE THE PRODUCTIVE PERFORMANCE OF THE COMPANY

The parties to this Agreement recognise the competitive nature of the industry and the pressures on oil seed processing.

This Agreement reflects both parties understanding of each other's needs to ensure job security, good employee relations profitability and the future success of the Company.

The parties to this Agreement aim to achieve the following objectives: -

- a. Enhance the rewarding working environment by recognising good performance and work ethic.
- b. Ensure quality of product is maintained and where possible improved.
- c. Implementation of real and demonstrable gains in productivity, efficiency and flexibility to achieve best practice levels of performance.
- d. Build upon trust, respect, training and good workplace culture and cohesion that exists to ensure any form of discrimination and harassment does not intrude on the Company operations or the working life/experiences of the employees.
- e. Conciliation before implementation of workplace reform if and when required.

. RELATIONSHIP TO PARENT AWARD

- a. This Agreement shall be read and interpreted wholly in conjunction with the Margarine Makers (State) Award.
- b. Where there is any inconsistency to the Parent Award, this Agreement shall prevail to the extent of any inconsistency.
- c. This Agreement, in addition to the parent award, prevails to the extent of any inconsistency over any other unregistered agreement made between the parties prior to the negotiation of this Agreement.

NO EXTRA CLAIMS

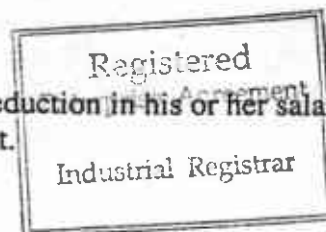
- a. The parties agree that there shall be no additional claims made for increases in wages, salaries or wage related allowances for the period of this Agreement.
- b. The parties agree that this Agreement includes all Arbitration Safety Net Adjustments up to and including the State Wage Cases to June 2002.
- c. However, the parties agree to renegotiate the wages outcome should the GST cause inflation as such the benefits of this agreement is negated.

NOT TO BE USED AS A PRECEDENT

This Agreement shall not be used in any manner whatsoever by the Parties to obtain similar arrangements or benefits in any other enterprise.

MINIMUM STANDARDS

No employee presently engaged by the company shall suffer a reduction in his or her salary or accrued benefits as a result of the introduction of this Agreement.



2. RATES OF PAY

- i. The ordinary rates of pay applicable to all employees of the Company shall be as shown on Attachment 1.
- ii. There will be a wage increase of 4% pay rise from 1st March, 2001 followed by six monthly reviews and further wage rises depending (a) productivity, (b) profitability and (c) the cost of living CPI. (Attachment 2)

3. CONTRACT OF EMPLOYMENT

- i. A full-time employee is an employee engaged to work 38 hours per week
- ii. A casual employee is an employee engaged and paid as such. A minimum engagement of four hours shall apply.
- iii. A trainee employee is an employee with less than one years experience as per classification Attachment 1.

4. **NOTICE OF TERMINATION**

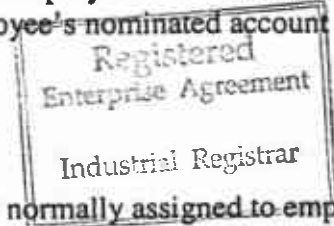
Except for casuals who may be terminated with one hours notice, notice on termination by either party or forfeiture or payment in lieu thereof shall be as follows.

Employee's period of continuous service	Period of notice if under 45	Period of notice if over 45
Not more than one year	One week	One week
More than one year but not more than two years	At least two weeks	At least two weeks
More than two years but not more than three years	At least two weeks	At least three weeks
More than three years but not more than five years	At least three weeks	At least four weeks
More than five years	At least four weeks	At least five weeks

The above shall not affect the right of the employer to terminate instantly in accordance with clause 20.

5. **PAYMENT OF WAGES**

- i. The pay week shall run from Monday to Sunday.
- ii. Pay day shall be Wednesday, except when a Public Holiday occurs on a Wednesday in which case the pay day shall be brought forward to Tuesday.
- iii. On the pay day the Company will supply each employee with a statement showing the amount of wages to which he/she is entitled, the amount of deductions made therefrom and the net amount of wages due to the employee.
- iv. Wages shall be paid by Electronic Funds Transfer (EFT). The employer is to nominate two (2) financial institutions into which wages will be paid and employees are to nominate their preferred financial institution. Wages are to be in the employee's nominated account and accessible to the employee by noon on Wednesday.



6. **MIXED FUNCTIONS**

- i. Employees required on a temporary basis, to perform tasks normally assigned to employees of lower classifications, shall continue to be paid the pay rates assigned to their higher classifications.
- ii. Employees required on a temporary basis to perform tasks normally assigned to employees of higher classification shall be paid the pay rates assigned to the higher classifications as follows:

For two hours or more in any one shift: Payment for the whole shift.
- iii. Employee acting temporarily in a higher classification, who continue in that higher classification on overtime shall continue to be paid at the higher rate of pay until completion of the overtime worked.
- iv. Training period for trainees three (3) months to assess competency. If supervisor is satisfied with trainee, the supervisor will let management know and trainee will be on full entitlements immediately.

7. HOURS OF WORK

- i. All employees covered by this agreement shall be deemed to be shift workers.
- ii. Employees shall be given forty-eight (48) hours notice of a requirement to change shift. Employees who are not given the required notice shall be paid overtime rates for the shifts worked until the expiry of the notice period.
- iii. Shifts may be permanent, alternating or rotation by agreement between the Employer and the employees.
- iv. The ordinary hours of work shall not exceed eight (8) in any one day or 152 hours in any cycle of four (4) weeks. Such ordinary hours shall be worked over 19 shifts in each cycle of four weeks. Notwithstanding any other provision of this agreement the ordinary hours of work prescribed herein may be worked up to 10 hours on any day. Provided that in any arrangement of ordinary hours where the ordinary working hours are to exceed eight (8) on any one day but no more than 10, the arrangement of hours shall be subject to the agreement of the employer and the majority of employees concerned.
- v. Starting and finishing time of shifts shall be fixed and subsequently varied by mutual agreement between the Employer and the employees. In the absence of agreement variation to the times shall be by way of seven days notice of alteration given by the Employer to the employees.
- vi. The rostered days off (RDO) for each cycle will be published for the ensuing twelve (12) months and may only be changed on the giving of at least five (5) days notice by the company except in exceptional circumstances such as plant breakdown or power failure.

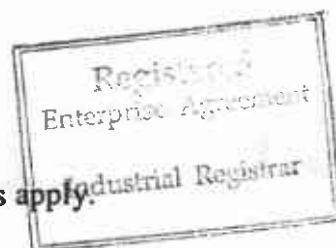
RDO's may be accumulated to a maximum of five (5) days upon mutual agreement by the company and the employee.
- vii. Any accumulated RDOs or any untaken Picnic Days will be paid out at ordinary rate of pay on the payday prior to Christmas each year.

8. SHIFT ALLOWANCE

- i. Rotating shifts (by which is meant that employees rotate through morning, afternoon and night shifts or morning and afternoon shifts.)

Morning Shift	Nil
Afternoon Shift	18% of ordinary rate
Night Shift	23.5% of ordinary rate

- ii. Shift allowance shall not be paid when overtime allowances apply.
- iii. Any changes of shifts to be by mutual consent.



9. MEALBREAKS

- i. A period of thirty minutes will be allowed on each shift as a meal break. Where conditions in a department allow it, such a break shall be taken at a set time each day, but, except that, where the needs of productions are such that a definite time cannot be set for the break, a period of up to one hour shall be set aside and such meal break shall be taken within that one hour period.
- ii. During normal shifts, employees shall be entitled to a ten minute tea break between the start of the shift and the meal break at a time determined by Management to best comply with production needs.

10. OVERTIME

i. Overtime is defined as any work performed outside the agreed ordinary hours.

ii. The following overtime rates shall apply

a. Weekdays and Saturdays which are not Public Holidays:

First 2 Hours	Time and one half ordinary rates
Thereafter	Double time

b. Sundays
All hours Double time

c. Public Holidays Triple time
All Hours

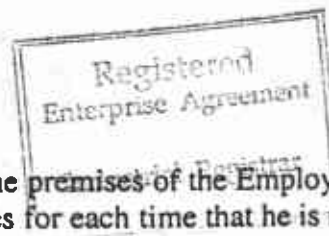
iii. The employer may require employees to work reasonable overtime at overtime rates and such employees shall work overtime in accordance with such requirements provided that reasonable notice is given.

iv. When employees are requested to work overtime on a Saturday, Sunday or Public Holiday they shall be afforded at least four hours work.

11. RECALLS

i. An employee recalled to work overtime after having left the premises of the Employer shall be paid for a minimum of four hours work at overtime rates for each time that he is recalled.

ii. When a call back begins three hours or less prior to the employee's normal starting time, the employee will receive payment at overtime rates for period worked prior to normal starting time and will continue working until normal cessation of the rostered period of work, which will be paid at ordinary times.



12. OVERTIME CRIB BREAKS

- i. When the period of overtime is two or more hours an employee shall be allowed a crib break of ten (10) minutes which shall be paid for as time worked.
- ii. An employee working a full shift on Saturday, Sunday or Public Holiday shall be allowed meal breaks as per clause 9.
- iii. An employee working a double shift to fill in for an absent employee shall observe the same breaks on the overtime shift as the employees rostered for the shift and will be paid for all such breaks at overtime rates.

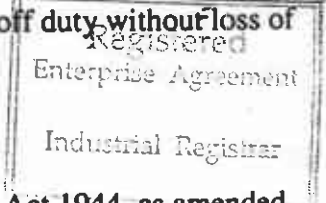
13. MEAL ALLOWANCES

Meal Money as detailed in Attachment I will be paid in the following circumstances.

- i. Employees who are requested to work for a period of two hours or more outside their normal work period will be paid meal money and thereafter a further payment of meal money to be made after completion of each four hours overtime providing overtime continues beyond four hours.
- ii. Payment of meal money will not be made when prior notice of overtime is given on previous day.

14. REST PERIODS

- i. An employee who works so much overtime between the termination of his ordinary work on one day and the commencement of his ordinary work on the next day that he has not had at least eight consecutive hours off duty between those times shall be released after completion of such overtime until he has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.



15. ANNUAL LEAVE

- i. Annual leave shall be taken as provided for by the Annual Holidays Act 1944, as amended.
- ii. Employees shall be entitled to annual leave of 152 hours per annum. Effectively this maintains annual leave at four (4) weeks per annum (19 days plus one rostered day off)
- iii. Annual leave taken as a continuing part of employment with the company will be paid on the basis of base rate excluding any allowances plus a loading of 17.5%.
- iv. The employee and employer shall reach agreement on an annual leave roster consistent with the needs of the company
- v. The Employer will hold the weeks pay prior to an employee taking annual leave until his return to work with payment being made on the next pay day.

16. PUBLIC HOLIDAYS

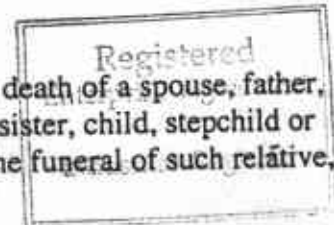
- i. Public holidays shall be detailed in the Margarine Makers (State) Award or as mutually agreed between the Company and the employees.
- ii. Picnic day to be taken by mutual agreement with each employee.

17. LONG SERVICE LEAVE

- i. Long Service Leave shall be taken as provided for in the Long Service Leave Act NSW 1955 as amended.
- ii. Long Service Leave taken as continuing part of employment with the company shall be paid for at base pay rates as defined in Attachment 1.
- iii. Employees who retire from the Company will be paid their pro-rate Long Service Leave at base rates as defined in Attachment 1

18. PERSONAL LEAVE ENTITLEMENTS

- i. Any full-time or part-time employee shall be entitled to 12 days leave with pay in the first year of service with the employer, 17 days leave with pay in the second and subsequent years of service with the employer
- ii. The paid leave set out in sub-clause (1) shall be taken as:-
- iii. a. On each occasion, up to two days bereavement leave on the death of a spouse, father, mother, father-in-law, mother-in-law, grandparent, brother, sister, child, stepchild or grandchild of the employee up to and including the day of the funeral of such relative, whether the funeral occurs in or outside of Australia and/or



For the purpose of this clause the words "wife" and "husband" shall include de facto wife and husband and the words "father" and "mother" include foster father and mother.

- b. Sick leave shall be no less than five days in the first year of service and ten days in the second and subsequent years.
 - c. Up to 5 days without loss of pay if the employee undertakes further education approved by the employer where the education will be of benefit to the workplace. Such assessment will be at the employer's discretion.
 - d. Only days referred to in Clause b to accumulate. To be allowed to cash in at any time. Must have buffer of four (4) weeks. Any days over four weeks may be cashed in.
- iv. Jury Service: An employee required to attend for jury service during their ordinary hours of work shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect to their attendance for such jury service and the amount of wage they would have received in respect of the ordinary time they would have worked had they not been on jury service.

- v. An employee should notify the company of any absence from work prior to their normal time of commencement of a shift where possible a medical certificate or other satisfactory evidence or account of absence may be required to be produced if sick leave is claimed
- vii. The leave entitlement under the clause may be withheld for the first three months of a person being employed, but shall be paid to the employee on the anniversary date of their third month.
- viii. Where leave is requested in accordance with (ii)(a) the employer may ask for a death certificate or any other evidence satisfactory to the employer.

19 ACCIDENT PAY

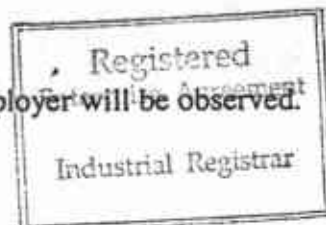
In addition to the provision of the *Workers Compensation Act 1987* where an employee suffers a workplace injury, once compensation has been approved, the employer will pay weekly payments to the employee. The company agree to fast track any claim submitted by the employee.

20 FIRST AID AND SAFETY

- i. Adequate first aid facilities shall be provided by the employer in accordance with the act.
- ii. An employee who holds a current first aid certificate will be entitled to payment as listed in Attachment 1.

21. RIGHT OF ENTRY OF UNION OFFICIALS

The right of A.W.U. union officials to enter the premises of the Employer will be observed.



22. UNION DELEGATES/CO-DELEGATES

- i. The employer endorses the right of its employees to have proper representation in their dealings with Management. The accredited delegate and/or co-delegate shall be allowed the necessary time during working hours to discuss with the employer or his representative any matter affecting employees whom they represent. Such discussion should be arranged for times which are convenient to both parties. Before delegate/co-delegate move away from their own areas or commence to work on union business, they must first obtain the permission of their Supervisors. Similarly when they make appointments, they must first go through their Supervisors.

Delegates/Co-delegates' Attendance at Meetings etc

- iii. The Company recognises that the Union members have a need for proper representation at various meetings whether they be with Management or before and Industrial Tribunal as a follow-on of a dispute within the plant and accordingly the following practices will prevail in relation to the payment of delegate for attendance at meetings.

Types of Meetings

- I. Called by Company
- II. Meeting held at company request, or with Company approval to pass on information etc.

All above meetings:

No deduction of pay for attendance to those who are on duty and payment at ordinary time for those delegates off duty providing discussion is only on the specified subject matter as directed by the Company. Delegates shall be required to record attendance as specified by the Manager in order to receive the payment.

Authorised Union Stopwork Meetings.

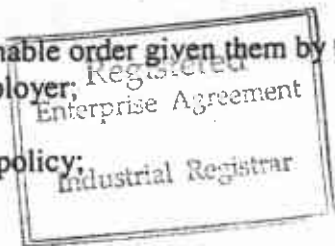
- iii. Where following upon any of the foregoing meetings, the Company authorises the workforce to have a stopwork meeting or where a stopwork meeting is called by the delegate for any other reason after consulting with the Company to have an appropriate time decided, the Company agrees to pay at ordinary time those attending the meeting who would otherwise be working for up to one hours, as long as the meeting has been authorised by the Company.

Should the meeting go over the hour those attending shall not be paid for the additional time but this does not void their right to continue to meet with the Company's permission.

23. SUMMARY TERMINATION OF EMPLOYMENT

At any time the Employer may, by notice in writing summarily terminate the employment of the Employee under this Agreement if the Employee engages in serious misconduct, being misconduct of a kind that would be unreasonable to require the Employer to continue the employment during the notice period and includes, but not limited to, the following circumstances:

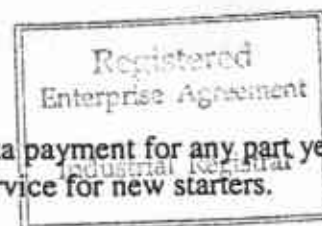
- a. Engages in any act or omission constituting misconduct in respect of their duties;
- b. In the opinion of the Employer and consistent with the performance agreement wilfully neglects to perform or carry out their powers, functions or duties in an agreed manner;
- c. Commits a serious or persistent breach or non-observance of any of the provisions of this Agreement;
- d. Is engaged in any conduct which in the opinion of the Employer might tend to injure the reputation or standing of the Employer;
- e. Refuses or neglects to comply with any lawful and reasonable order given them by the Employer or any other person duly authorised by the employer;
- f. Commits a serious or persistent breach of any Company policy;
- g. Is convicted of an indictable offence;
- h. Becomes a patient or infirmed under the appropriate legislation or is found by a court or tribunal of competent jurisdiction to be of unsound mind or mentally ill;
- i. Theft of property or funds from the project;
- j. Wilful damage of project property;
- k. Being under the influence of alcohol or other substances during working hours;
- l. Verbal or physical harassment of any other employee or individual particularly in respect of age, race, colour, sex, religion or origin;



- m. The disclosure of confidential information in respect to the Organisation to any other party without written prior permission;
- n. The disclosure of information concerning individuals of the Organisation other than the information that is necessary to assist individuals and to ensure their safety;
- o. Carrying on private business in an activity similar to that undertaken by the Organisation without prior written permission;
- p. Carrying on private business from project premises or using project resources for private business;
- q. Falsification of any organisation's records for personal gain or on behalf of any other employee;

24 RETRENCHMENT AGREEMENT

- i. This agreement applies to the employees of the Company.
- ii. Retrenchment means that termination of an employee because the job performed by that employee has ceased to exist for whatever reason.
- iii. Where it becomes necessary, for whatever reason for the Company to reduce employee numbers it will discuss the matter with Union Delegates as far ahead of the event as possible. Both parties agree that discussions will take place before either party takes any action.
- iv. Where numbers have to be reduced, the Company will make every effort to achieve the reduction by natural attrition.
- v. In the event of there being a volunteer for retrenchment it is the absolute prerogative of the company whether or not to accept it.
- vi. Retrenchment payment will consist of;
 - (a) Four weeks redundancy .
 - (b) Four weeks payment for each year of service, with pro rata payment for any part year.
 - © as of 30th June, 1999, three (3) weeks for every year of service for new starters.
- vii. Employees who have been given notice of retrenchment will be permitted one paid day per week of notice to attend job interviews.



25. ALCOHOL AND OTHER DRUGS

An employee will not be allowed to enter or work on the premises if the employee is considered by the supervisor to be under the influence of alcohol or any other substance that impairs the employee's ability to work or is likely to create an unsafe working environment.

Where the Supervisor has a reasonable suspicion that an employee on the premises is under the influence of alcohol or some other prescribed or non-prescribed drug that is considered likely to create an unsafe working environment, the employee will be directed to leave the premises. If the employee refuses to leave the Employers premises, such employee shall be subjected to disciplinary action.

The employee in these circumstances will not be paid for the remainder of the day or shift. The employee should however and if so rostered, report for work the following day if in an appropriate state of health.

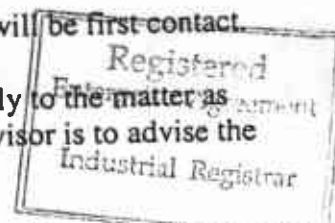
26. EMPLOYEE COUNSELLING

With the object of retaining good employer/employee relations, no employee will be dismissed except for misconduct which would justify instant dismissal unless the following procedure has been followed:

- (i) First Warning: If Management considers an employee to be unsatisfactory for any reason, the employer shall inform the employee of the unsatisfactory nature of the employee's service and allow the employee the right to respond. If the employee so requests, a witness of his choosing may be present. The nature of the unsatisfactory service will be committed to writing.
- (ii) Second Warning: If the employee in the opinion of the employer continues to be unsatisfactory, the company shall again discuss with the employee, in the presence of a witness if requested, the unsatisfactory nature of the employee's service and advise the employee that continuation of such unsatisfactory service will lead to dismissal. Again, the nature of the unsatisfactory service will be committed to writing.
- (iii) Final Warning: If after two written warnings the employer considers the employee to continue to be unsatisfactory, a final warning will be given. Dismissal will then be taken, in the presence of a suitable witness, of his or her choosing and the union delegate.
- (iv) The life of each warning letter to have a maximum life span of six (6) months.

27. DISPUTE SETTLEMENT PROCEDURE

- i. The purpose of this clause is to resolve as quickly as possible, all normal work related problems that may arise. Parties should always confer in good faith and without delay with a view to resolving matters through direct consultation.
- ii. Management is always available to discuss matters that concern employees.
- iii. When a problem or grievance arises, the immediate Supervisor will be first contact.
- iv. The immediate Supervisor shall endeavour to resolve and/or reply to the matter as soon as practicable. If the matter may take some time, the supervisor is to advise the employee of the expected period of time.
- v. If the matter is not settled within an agreed or reasonable period of time then the employee with or without their representative can ask the Supervisor to refer the matter to the next higher management authority.
- vi. At any stage, depending on the seriousness of the matter, management may call the employees together to fully discuss the matter. The employee through the Supervisor can request a meeting with management for the same reason.



- vii. While any grievance or disagreement is being discussed with an employee, all employees party to the agreement will work normally without prejudice to either party, i.e. to maintain the status quo that existed before the matter arose.
- viii. By agreement, and with prior notice to management, employees may meet without management.
- ix. It is recognised that all parties have a common interest to "satisfy the customer at all times."
- ix. If the matter is unresolved, either party may refer the matter to the Industrial Relations Commissions of New South Wales for assistance to settle the grievance.

28. PROTECTIVE CLOTHING

- 4 sets of replacement protective clothing to be issued each year, 4 x trousers, 4 x L.S shirts, 4 x woollen socks, with other protective clothing (winter jacket, rain wear, boots) replaced when required.
- Casuals – to be included as per above, after initial qualifying period.
- Employees working at Steam Street clothing anniversary will be of 1st March each year
- Employees working at Rutherford clothing anniversary will be of 1st September each year

29. ROSTER DAYS

RDO's can be accumulated and taken as additional leave or paid in lieu.

Registered
Enterprise Agreement
Industrial Registrar

30. SIGNATORIES TO AGREEMENT

The Australian Workers Union *M. J. [Signature]*
(signature)

Dated this day of *23rd*
(Day) *February*
(Month) *February* (Year) *2001* -

Caines Pty Limited *J. [Signature]*
(signature)

Dated this day of *14th*
(Day) *Wednesday*
(Month) *March* (Year) *2001*



ATTACHMENT 1

Wages Rate per Week

- | | | |
|----|----------------------------------|-----------------------------|
| 1. | Production Supervisor | Base Rate \$740.00 |
| | Oilseed Plant Operator | |
| | Refinery Plant Operator | |
| | Hydro Plant Operator | |
| | Maintenance/Operator | |
| 2. | Laboratory Technician | Base Rate \$640.00 |
| 3. | Blender Chilling | Base Rate \$630.00 |
| | Machine Operator | |
| | Trainee Oilseed Refinery & Hydro | |
| 3. | Packaging Plant | Base Rate \$580.00 |
| | Operator/Tanker Driver | |
| 4. | Trainee Packaging Plant Operator | Base Rate \$495.00 |
| 5. | Casual Packaging Plant Operator | Normal Base Rate plus 15% |
| 6. | Casual Tradespersons | Base Rate \$630.00 plus 15% |

The above rates of pay include all allowances for duties performed except as listed below

Meal Allowance	\$ 9.00 per entitlement
First Aid	\$10.00 per week



ATTACHMENT 2

CLASSIFICATION	HOURLY BASE RATE	WEEKLY BASE RATE	MAR 2001 HOURLY RATE 4%
Production Supervisor	\$19.47	\$740.00	\$20.25
Oilseed Plant Operator	\$19.47	\$740.00	\$20.25
Refinery Plant Operator	\$19.47	\$740.00	\$20.25
Hydro Plant Operator	\$19.47	\$740.00	\$20.25
Maintenance/Operator	\$19.47	\$740.00	\$20.25
Laboratory Technician	\$16.84	\$640.00	\$17.52
Blender Chilling	\$16.58	\$630.00	\$17.24
Machine Operator	\$16.58	\$630.00	\$17.24
Trainee Oilseed Refinery & Hydro	\$16.58	\$630.00	\$17.24
Packaging Plant	\$15.26	\$580.00	\$15.87
Operator/Tanker Driver	\$15.26	\$580.00	\$15.87
Trainee Packaging Plant Operator	\$13.03	\$495.00	\$13.55
Casual Packing Plant Operator	\$17.55	\$667.00	\$18.25
Casual Tradespersons	\$19.07	\$724.50	\$19.83

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ATTACHMENT 3

ANTI-DISCRIMINATION

- (i) 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.
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure set out in 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.
- (iii) 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.
- (iv) Nothing in this clause is to be taken to affect:
 - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the Anti-Discrimination Act 1977;
 - (d) a party to this agreement from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (v) This clause does not create legal rights or obligations in addition to those imposed upon parties by the legislation referred to in this clause.

NOTES

- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (b) Section 56(d) of the Anti-Discrimination Act 1977 provides:

"Nothing in the Act affects... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."