

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA00/271

TITLE: HSA/HMS Newcastle Warehouse Agreement 2000

I.R.C. NO: 2000/4285

DATE APPROVED/COMMENCEMENT: 4 September 2000

TERM: 24 months

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 20

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employees engaged pursuant to the Storemen and Packers General (State) Award in respect of the company's operations at 26 Oakdale Road, Gateshead NSW

PARTIES: National Union of Workers, New South Wales Branch -&- The Victorian Healthcare Association

HSA / HMS NEWCASTLE WAREHOUSE AGREEMENT 2000

1. TITLE

This Agreement shall be known as the HSA / HMS Newcastle Warehouse Agreement 2000.

2. ARRANGEMENT

The Agreement is arranged as follows:

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3. APPLICATION

This Agreement shall apply to H.S.A / HMS Newcastle, 26 Oakdale Road, Gateshead NSW to all employees who are employed under the terms of the nominated award listed in clause 6 of this agreement.

4. PARTIES BOUND

The parties to this Agreement are:

- a) The Victorian Healthcare Association Limited trading as Hospital Supplies of Australia / Hunter Medical Supplies ("HAS/HMS") (the "company") in respect of its operations at 26 Oakdale Road, Gateshead and the employees engaged under the terms of the awards listed in clause 6 of this agreement.
- b) All employees of H.S.A / HMS engaged at 26 Oakdale Road, Gateshead whose terms and conditions of employment are regulated by the awards listed in clause 6 of this agreement.
- c) The National Union of Workers, New South Wales Branch.

5. DATE AND PERIOD OF OPERATION

This Agreement shall operate from the beginning of the first pay period to commence on or after the date of certification and remain in force for a period of Two (2) years.

4th September 2000

6. RELATIONSHIP TO OTHER AWARDS AND AGREEMENTS

- a) The following clauses of the Storemen and Packers General (State) Award shall apply as if they were a term of this agreement. Provided that, if an expressed term of this agreement is

inconsistent with any provision in the following clauses, the provisions of this agreement shall take precedence to the extent of the inconsistency.

Bereavement Leave, Personal/Carer's Leave, Jury Service, Fares and Travelling Time, Classifications, Junior Employees – Wages, Obnoxious Materials, Holiday and Sunday Rates of Pay, Sick Leave, Annual Holidays Loading, Repatriation Leave and General Conditions.

- b) No other provisions of the Storemen and Packers General (State) Award shall apply.
- c) This agreement will not apply to any employee employed under or engaged under the provision of an Australian Workplace Agreement unless the provisions of that agreement provide otherwise.
- d) The provisions of an Australian Workplace Agreement made between the company and an employee that might otherwise be covered by this agreement will take precedence over the provisions of this agreement.

7. AIM OF AGREEMENT

The HSA/HMS Vision is "to be the leading provider of healthcare products and solutions to hospitals and healthcare providers within the Australasian region".

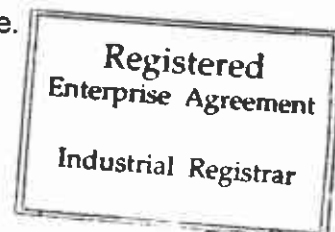
The HSA/HMS Mission is "to increase HSA/HMS's profitability and market share by offering products and solutions that are innovative, price competitive and cost effective and providing supply services that are timely and efficient, thereby reducing the total cost of healthcare and meeting the needs of stakeholders".

In order to remain in the business of warehouse/distribution services for the life of this agreement, the parties to this Agreement recognise that HSA/HMS must have consistent and sustainable profitability. Crucial to this is establishing a cost effective and efficient warehousing operation, and increased sales volumes and margins.

In pursuit of these aims, the parties are committed to the following Shared Values:

EMPLOYEES- HSA/HMS employees are a willing and able team that is enabled and empowered to consistently deliver superior customer service.

- Motivated contributors to the team effort
- Skilled, trained and supported
- Focused on internal and external customer satisfaction



- Strong leadership Drive

SERVICE- Our success is dependent upon consistently delivering superior customer service, products and solutions through innovative and efficient systems.

- Innovation in product, knowledge and technology
- Advanced supply chain management
- Operating seamless information technology infrastructure

PROFITS- HSA/HMS must be profitable to ensure ongoing viability for its stakeholders through sales growth, cost focus and process integrity.

- Increasing sales growth and revenue
- Effective cost management

8. GENERAL WORK OBLIGATIONS

It is a term and condition of employment that an employee:

- Attends work during the rostered ordinary hours of work nominated by the company and that the employee not be absent from work on any such day without prior approval from the company;
- Wears the HSA/HMS uniform as set out in clause 13 (b) Uniform Allowances;
- Carries out duties as directed, and which are consistent with a safe and healthy work environment and are within the limits of the employees skills, competence and training;
- Participates in training and be accredited in work skills and knowledge to become a flexible member of the work team;
- Works shift work in accordance with the roster established by the company;
- In the case of a shift worker, continues work until relieved by a counterpart on the incoming shift or until the company is able to make suitable arrangements to cover the position;
- Notifies the company if unable to work within one hour of the commencement of the rostered shift giving the reason for the absence and the anticipated duration of absence;
- Utilises the skills and knowledge the employee possesses without reservation;
- Works reasonable overtime as set in clause 12;



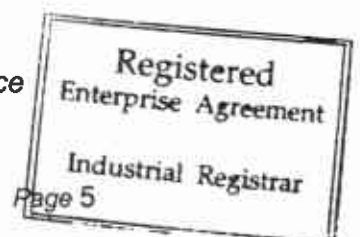
- j) Users, as directed by the company or a supervisor, protective clothing and equipment provided at all times during each shift;
- k) Complies with the appropriate Occupational Health and Safety regulations nominated by the company;
- l) Observes regulations published by the company and client(s) to provide an orderly and safe workplace, including keeping the workplace and equipment in a clean and safe condition;
- m) Complies with the procedures for settling claims, issues and disputes set out in clause 19 of this Agreement.

9. CONTRACT OF EMPLOYMENT

- a) Employees may be engaged as either permanent (full or part time) or as a casual.
- b) **A casual employee** is one who is engaged and paid as such. In addition to the minimum rates of pay for the relevant classification as shown in clause 16 (a), a casual employee shall be paid a loading of 25%. This loading shall be paid for all purposes of this agreement and should be in lieu of annual leave, sick leave and public holidays.
- c) **Part Time employees** are employees who work on a regular basis for less than 38 hours per week.
A part time employee may work up to 38 hours per week without the payment of overtime. Hours in excess of 38 hours shall be paid at overtime rates.
Part time employees shall be entitled to pro rata remuneration and conditions in this agreement.
- d) **Probation Period** for all permanent employees is a minimum of three (3) months.
- e) **Termination of employment**
In the case of permanent employees the following notice (or payment or forfeiture of payment in lieu of notice) of termination of employment shall be given by the employee or the company:

Period of Continuous Service
Less than 1 year

Period of Notice
1 week



1 but less than 3 years	2 weeks
3 years but less than 5 years	3 weeks
5 years and over	4 weeks

When a permanent employee is over 45 years of age and has two years continuous service, one weeks additional notice (or payment in lieu of notice) of termination of employment shall be given by the company.

In the case of a casual employee, the employee or the company shall give one- (1) hours notice of termination of employment.

Nothing in this clause will prejudice the company's right to dismiss an employee instantly without notice for serious breaches of their contract of employment, for example serious misconduct or gross neglect of duty.

Unless the company agrees, an employee cannot give notice of termination of employment if the notice runs concurrently with annual leave or long service leave.

The company may set off any amounts an employee owes to the company against any amounts the company owes the employee at the date of termination.

10. HOURS OF WORK

- a) The ordinary hours of work may be worked between 6.00am and 6.00pm on any day Monday to Friday. The start and finish times for any day or shift shall be at the discretion of the company. Where the start and finish times are varied the company shall notify the employee during the previous shift or days work of the change.
- b) The ordinary hours of work shall not exceed an average of 38 per week.
- c) Where customer and / or operational demand necessitates, ordinary hours may be worked to a maximum of 12 hours per day at the discretion of the company following consultation with the affected staff. The method of arranging the hours of work may include:

Working an average of 38 hours over a work cycle which may include:

- ⊕ Working 7.6 hours per day
- ⊕ Working shorter hours on one day (such as a short Friday)



- d) The ordinary hours of work and their arrangement may be set within the spread provided for by subclause (a) above for individual employees provided that no employee shall be required to

work an average of more than 38 ordinary hours per week or more than 12 ordinary hours per day.

- e) Where the company may have a need to introduce an afternoon shift, afternoon shift should mean any shift finishing after 6.00pm and at or before midnight.
- f) The span of hours for afternoon shift may be extended by up to one hour at each end of the span, by agreement between the company, individual employees or a group of employees.
- g) Where any employee is required to transfer between day work and afternoon shift, the Company will provide seven (7) days notice.
- h) An employee whilst engaged on afternoon shift shall be paid a loading of 15%. The loading is only payable for ordinary hours worked on that shift and shall not be payable for overtime, leave or public holidays.

11. MEAL BREAKS

- a) An employee shall not be required to work for more than five hours without a break for a meal except in the following circumstances:
 - b) By agreement between the company and an employee or the majority of employees in the enterprise, an employee or employees may be required to work in excess of five hours but not more than six hours at ordinary rates of pay without a meal break.
 - c) The company may stagger or alter the time of taking a meal and rest breaks to meet operational requirements.
 - d) Subject to Subclause (b) above, an employee shall work during meal breaks at ordinary rates of pay whenever instructed to do so for the purpose of rectifying any operational dislocation and/or to expedite priority or emergency orders to customers.
- e) Meal Breaks are defined as follows;
 - Lunch - thirty (30) minutes unpaid break
 - Morning Tea - ten (10) minutes paid break
 - Afternoon Tea - ten (10) minutes paid break
 - Afternoon Shift Meal Break - twenty (20) minutes paid break



12. OVERTIME

12.1 PAYMENT FOR WORKING OVERTIME

- a) For all work directed and approved to be done outside ordinary hours on any day, the overtime rates of pay are time and a half for the first two hours and double time thereafter until the completion of the overtime work.
- b) For the purposes of this clause "ordinary hours" means the hours worked in the company, fixed in accordance with clause 10 of this agreement.
- c) The hourly rate, when computing overtime, is to be determined by dividing the appropriate weekly rate by 38.
- d)
 - (i) An employee may, with the consent of the Company, take time off in lieu of payment for overtime at a time or times agreed with the Company.
 - (ii) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
 - (iii) Untaken accrued overtime may be paid out at the dollar value accrued:
 - a) At any time on request by the employee;
 - b) At the discretion of the company at any time if the leave has remained accrued for more than three (3) months.
- e) In computing overtime each day's work shall stand-alone.

12.2 REQUIREMENT TO WORK REASONABLE OVERTIME

The Company may require any employee to work reasonable overtime at overtime rates and the employee shall work overtime as required.

12.3 RECALL TO WORK OVERTIME

Call Back

- a) An employee recalled to work overtime after conclusion of their ordinary hours (whether notified before or not) shall be paid for a minimum of four hour's work at the appropriate rate for each time he/she is so recalled provided that the employee shall not be required to work the full

four hours as the case may be if the job he/she was recalled to perform is completed within a shorter period.

- b) If the employee is recalled on more than one occasion between the termination of their ordinary work on one day and the commencement of their ordinary work on the next ordinary working day. The employee shall be entitled to the four hours minimum overtime payment. In such circumstances, it is only the time, which is actually worked during the previous call or calls which is to be taken into account when calculating the overtime rate for subsequent calls.
- c) Except in the case of unforeseen circumstances arising, an employee will not be required to work the full four hours as the case may be if the job he or she was recalled to perform is completed within a shorter period.
- d) This subclause does not apply in cases where it is customary for an employee to return to the enterprise to perform a specific job outside the employee's ordinary working hours or where the overtime is continuous (subject to a meal break) with the commencement or completion of ordinary working time.
- e) Overtime worked in circumstances specified in this subclause is not to be regarded as overtime for the purpose of clause 12.9, Rest Periods after Overtime, when the actual time worked is less than four hours on the call back or on each call back.

12.4 SATURDAY WORK

An employee required to work overtime on a Saturday shall be afforded at least four hours' work or paid for four hours at the appropriate rate except where such overtime is continuous with overtime or work commenced on the previous day or completed on the following day.

12.5 SUNDAY WORK

An employee shall be paid at the rate of double time and a half for work done on a Sunday, such double time to continue until he/she is relieved from duty.

12.6 OVERTIME REST BREAKS

- a) An employee working overtime must be allowed a rest period of 20 minutes without deduction of pay after each four hours of overtime worked if the employee is to continue work after the rest break.



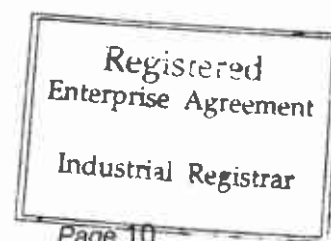
- b) Where a day worker is required to work overtime on a Saturday, Sunday or Public Holiday or on a rostered day off, the first rest period will be paid at the employee's ordinary rate of pay.
- c) Where overtime is to be worked immediately after the completion of ordinary work on a day or shift and the period of overtime is to be more than one and a half hours, an employee, before starting the overtime is entitled to a rest break of 20 minutes to be paid at ordinary rates.
- d) The Company and employee may agree to any variation of this subclause to meet the circumstances of the work in hand provided that the Company is not required to make any payment in excess of what would otherwise be required under this subclause.

12.7 MEAL ALLOWANCE

- a) An employee is entitled to a meal allowance of \$8-00 on each occasion that the employee is entitled to a rest break in accordance with subclause 12.9, except in the following circumstances:
 - (i) if the employee is a day worker and was notified no later than the previous day that they would be required to work such overtime;
 - (ii) if the employee is a shift worker and was notified no later than the previous day or previous rostered shift that they would be required to work such overtime;
- b) If an employee has provided a meal on the basis that he or she has been given notice to work overtime and the employee is not required to work overtime or is required to work less than the amount advised, he or she shall be paid the prescribed meal allowance of the meal or meals which he or she has provided but which are surplus.

12.8 TRANSPORT OF EMPLOYEES

When an employee, after having worked overtime or a shift for which he/she has not been regularly rostered, finishes work at a time when reasonable means of transport are not available, the Company shall provide the employee with a conveyance home, or pay him/her their current wage for the time reasonably occupied in reaching home.



12.9 REST PERIODS AFTER OVERTIME

- a) When overtime work is necessary it must, wherever reasonably practicable, be so arranged that employees have at least 10 consecutive hours off duty between the work of successive working days.
- b) An employee (other than a casual employee) who works so much overtime between the termination of his or her ordinary work on one day and the commencement of their ordinary work on the next day that the employee has not had at least 10 consecutive hours off duty between those times must, subject to this subclause, be released after completion of the overtime until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- c) If on the instructions of the Company an employee resumes or continues work without having had the 10 consecutive hours off duty the employee must be paid at double rates until he or she has had 10 consecutive hours off duty without loss of pay of ordinary working time occurring during the absence.
- d) By agreement between the Company and individual employee, the 10 hour break provided for in this clause may be reduced to a period no less than 8 hours. This agreement must be in writing.

13. ALLOWANCES

Entitlement to the following allowances shall apply to all employees where entitlement arises consistent with the work performed and the terms of the agreement.

- a) EFT Allowance: where a permanent employee has successfully completed their probation period and they are paid by means of electronic transfer, an allowance of \$1-00 per fortnight will be paid. This allowance shall not be subject to penalty rates or be increased otherwise.
- b) Uniform Allowance: where a permanent employee has successfully completed their probation period they will be entitled to the following items:
 - three (3) HSA/HMS designed Polo shirts in Navy Blue
 - two (2) pairs Shorts in Navy Blue
 - one (1) pair trousers in Navy Blue
 - one (1) pair Safety Shoes or similar.

To a maximum value of \$250-00.



14. PUBLIC HOLIDAY PAY

The following days shall be recognised as Public Holidays for the purposes of this Agreement:

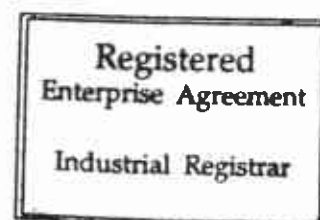
Christmas Day
Boxing Day
New Years Day
Australia Day
Good Friday
Easter Saturday
Easter Monday
Anzac Day
Queens Birthday
Labour Day
Additional Public Holiday

Additional Public Holiday is a day agreed upon by the majority of employees and the company.

By agreement between the Company and the majority of employees the pay of public holidays listed above may be substituted for another day which shall become the public holiday for the purposes of the agreement.

A public holiday may also be substituted by agreement between the Company and an individual employee in which case the substituted day shall be a public holiday for that employee only.

No other public holiday shall be observed, unless a National or NSW wide gazetted public holiday is granted.



15. WAGES

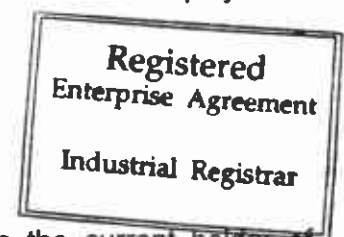
a) The minimum hourly wages payable to employees bound by this agreement are set out below:

Classification	Current HSA/HMS Rate \$ per Week	New HSA/HMS Rate from Certified Date \$ per week	New HSA/HMS Rate from 01/07/2001 \$ per week
LEVEL 1	425	459	478
LEVEL 2	445	481	500
LEVEL 3	465	502	522
LEVEL 4	500	540	562
LEVEL 5	540	583	606

- b) An employee's rate of pay is inclusive and shall be in lieu of all allowances and special rates as prescribed by the relevant awards. The rate of pay set out herein comprehends all allowances and special rates set out in that award.
- c) An employee shall only be paid at a given classification where the employee has been appointed to act in that capacity on a particular job. The fact that an employee has previously been paid or classified at a particular level shall not be a basis for continued classification or payment of that rate of pay.
- d) Payment of wages will be on a fortnightly basis.
- e) Casual employees should receive a casual loading of 25%. The casual loading includes payments for public holidays, sick leave and annual leave.
- f) Leading Hand Allowance (Supervisor) is not applicable as all leading hands are employed as Level 5 as per above schedule.

16. FIRST AID ALLOWANCE

An employee who has been trained to render first aid and who is the current holder of appropriate first aid qualifications such as a certificate from the St John's Ambulance or similar body. Shall be paid a weekly allowance of \$9.00 if appointed by their Company to perform first aid duty.



17. ABANDONMENT OF EMPLOYMENT

The absence of an employee from work for a continuous period exceeding three working days without the consent of the company and without notification to the company shall be prima facie evidence that the employee has abandoned their employment.

Provided that if within a further period of 11 days an employee has not established to the satisfaction of the Company that they were absent for reasonable cause, they shall be deemed to have abandoned their employment.

Termination of employment by abandonment in accordance with this subclause shall operate as from the date of the last attendance at work or the last day's absence in respect of which consent was granted, or the date of the last absence in respect of which notification was given to the Company, whichever is the latter.

18. DISPUTE AVOIDANCE PROCEDURE

The parties to this agreement recognise that issues arise which require resolution. These issues shall be resolved between the parties at the workplace without recourse to industrial action. The process described below has been committed to by the parties to this agreement as being the manner in which issues, conflict and disagreements shall be resolved at the workplace. The process to followed shall be:

- a) If an employee or group of employees have an issue they believe warrants the attention of the company they should first raise this issues with their immediate supervisor. If the issue is reasonably thought to be serious or if a particular employee has a genuine concern about discussing the matter with his or her immediate supervisor the matter may be referred to a more senior company officer. The company will ensure that a response is provided in a timely manner. The parties recognise that more information may need to be gathered from sources either external to the Company or from other employees or officers. This process may be carried out in an informal manner with every effort made to address the issue promptly and the mutual satisfaction of both parties.
- b) Should the matter remain unresolved either party may request that a more formal process will commence. The relevant Company officers and employee representatives shall meet and discuss the issue with a view to defining what the basis for the issue, the facts, the issues of contention and the position of both parties on how best to resolve the matter.

- c) Should the matter remain unresolved either part may seek assistance from their advisor or representatives. If required a conference may be arranged at which these representatives or advisers can attend and where the issues in dispute may be raised.
- d) Should the matter remain unresolved either party may notify the Industrial Relations Commission of New South Wales for its assistance. The parties agree to be bound by a decision of the Commission.
- e) If the matter is unable to be resolved and the company is requested to do so it shall undertake to notify the Commission in the interests of resolving the matter even though the employees may have originally raised the matter.

The above process shall be followed without undue delay and in the interests of resolving the dispute.

19. NO EXTRA CLAIMS

It is a term of this Agreement that the Parties bound by this Agreement will not pursue any extra claims, award or over award, for the duration of this Agreement as specified in Clause 5 of this Agreement. This includes claims relating to changes arising from award variations or decisions of the Commission other than changes that are consistent with the terms of this Agreement.

20. SUPERANNUATION

The company shall make contributions on behalf of new employees into the Hospital Supplies of Australia / AMP Superannuation Fund Number 214890 in accordance with Superannuation Guarantee Legislation and associated regulation. No award provisions relating to superannuation shall apply.

21. ANNUAL LEAVE

Annual Holidays Act, 1944 shall apply and there will be no payments for casual employees.

22. LONG SERVICE LEAVE

See Long Service Leave Act 1955.



23. PARENTAL LEAVE

See Industrial Relations Act 1996

24. ACCIDENT PAY

See Workers Compensation Act 1987, or its successor.

25. OCCUPATIONAL HEALTH AND SAFETY

The Company and the employees shall cooperate positively in respect of the obligations pursuant to the Occupational Health and Safety Act 1983, or its successor.

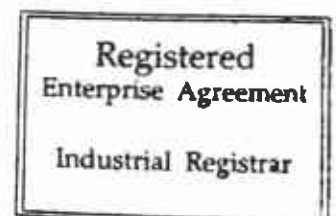
26. REDUNDANCY

In the event of positions being declared redundant, the payment scales as per below will be paid:

- a) If the employee is under 45 years of age, the employer shall pay in accordance with the following scale:

<u>Under 45 Years of Age</u>	<u>Years of Service Age Entitlement</u>
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and over	16 weeks

- b) Where an employee is 45 years old or over, the entitlement shall be in accordance with the following scale:



Years of Service

**45 Years of Age and
Over Entitlement**

Less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks

No other award provision will apply.

Prior to implementing any redundancies, the company shall review all practicable options in consultation with affected employees including:

- a) reducing the amount of casual labour employed,
- b) reducing or eliminating available overtime,
- c) consideration of all redeployment options, and
- d) seeking expressions of interest for voluntary redundancy from the permanent work force.

Voluntary redundancy may be implemented prior to proceeding to compulsory redundancy, with the company maintaining an absolute right of final selection.

Assistance may be provided to affected employees in the form of paid time to look for work during the notice period up to a maximum of 4 hours per week.

Any employee whose employment is terminated will be issued with a statement of service.

Period of Notice shall be as provided for in the NSW Employment Protection Act and associated regulations, as varied from time to time.



27. HIGHER DUTIES

Where an employee is directed to perform work of a grade higher than which they are graded at, they shall be paid the higher rate pertaining to that grade of work on the following basis:

- a) up to four (4) hours worked on any one day , payment for time actually worked;
- b) more than four (4) hours worked on any one day, payment for the day.

28. KEY PERFORMANCE INDICATORS

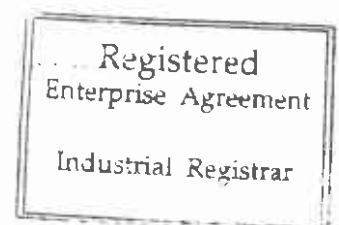
As a means of continuously improving productive performance and reducing Newcastle warehouse costs, the parties are committed to the introduction of Key Performance Indicators (KPI's).

The warehouse staff will develop in consultation with management its own recommended KPI's. These will act as a guide and measure to track their own performance, and their contribution to the company's KPI's and goals.

The parties recognise that improvement in KPI's shall be based on:

- The continual commitment to consultation and participation by all parties;
- Implementation of new methods for dealing with barriers to productivity;
- Greater understanding by all employees of factors which affect the performance of HSA;
- An acceptance of the need to support continual improvement of the ongoing process.

KPI's should be consistent and complimentary with HSA/HMS's goals and critical success factors.



29. ANTI-DISCRIMINATION

1. It is the intention of the parties bound by 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.
2. It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by 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.
3. 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.
4. 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 pays 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.
5. 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.



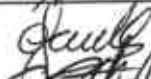

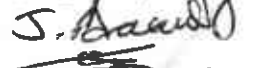

NOTES:

- (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 that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

Registered Enterprise Agreement Industrial Registrar
--

Employee Representative

KEN CARR 
 MILTON ROBB 
 CRAIG FAULKNER  Print Name
 SHANE STAMFORD 
 JOHN BRADLEY 
 SCOTT GENZA 

(signature)

DATED THIS 2nd DAY OF AUGUST 2000

NUW Representative



 Print Name



 (signature)

DATED THIS 4TH DAY OF AUGUST 2000

H.S.A. Newcastle Representative



 (signature)

KEVIN WHITE

 Print Name

DATED THIS 2nd DAY OF AUGUST 2000

