

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA04/246

TITLE: Pink Healthcare NSW Enterprise Bargaining Agreement

I.R.C. NO: IRC4/3288

DATE APPROVED/COMMENCEMENT: 16 August 2004

TERM: 24 months

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 24 September 2004

DATE TERMINATED:

NUMBER OF PAGES:

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees of SGS Australia Pty Ltd trading as Pink Healthcare Services division, New South Wales, 7/110 Silverwater Road, Silverwater NSW 2128, who are operating in the Sydney metropolitan, who are engaged in collection of sanitary and incontinence products related waste and servicing of commercial and public washroom areas and the cleaning of the bins and who fall within the Transport Industry - Mixed Transport Interim (State) Award

PARTIES: Pink Healthcare Services -&- the Transport Workers' Union of New South Wales

PINK HEALTHCARE SERVICES NEW SOUTH WALES ENTERPRISE BARGAINING AGREEMENT

PART 1

AGREEMENT FORMALITIES

1.1 This agreement adopts the following structure:

Clause No.	Subject Matter
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PART I - AGREEMENT FORMALITIES

1. Content
2. Parties Bound
3. Relationship to the Award
4. Duration & Renegotiation
5. No Further Claims
6. Definitions

PART II - OBJECTIVES, FLEXIBILITY AND DEVELOPMENT

7. Objects
8. Enterprise Flexibility
9. Training and Development

PART III - THE CONTRACT OF EMPLOYMENT

10. Performance Review
11. Terms of Employment
12. Vehicles
13. Protective Clothing and Equipment

PART IV - HOURS OF WORK

14. Ordinary Hours and Starting Times
15. Overtime
16. Meal Breaks

PART V - REMUNERATION

17. Wage rates
18. Payment of Wages
19. Superannuation
20. Deductions from Wages

PART VI - LEAVE ENTITLEMENTS

21. Public Holidays
22. Annual Leave
23. Personal Leave
24. Leave without Pay

PART VII - UNION AND RELATED MATTERS

25. Agreement to be Available
26. Union Recognition and Union Membership

PART VIII - CONSULTATION AND DISPUTE RESOLUTION

- 27. Consultative Process
- 28. Dispute Settlement procedure

PART IX - EXECUTION

- 29. Signatories

PART X - ATTACHMENT

- 30. Appendix 1

Annexure 1 - Anti-Discrimination

2. Parties Bound and Incidence

- 2.1 This Agreement shall bind the Employer and all employees operating in the Sydney metropolitan employed as defined in clause 2.2 by the Employer, SGS Australia Pty Ltd Trading as Pink Healthcare Services division, New South Wales.
- 2.2 The type of work covered by this agreement includes and is not limited to the collection of sanitary and incontinence products related waste and servicing of commercial and public washroom areas, and the cleaning of the bins.
- 2.3 Transport Workers Union NSW Branch

3. Relationship to the Award

- 3.1 Transport Industry - Mixed Transport Interim (State) Award Serial C0696 will be the Award for the purposes of the "no-disadvantage". In the event that the agreement and the award is in conflict the agreement shall prevail over the award.

4. Duration and Renegotiation

- 4.1 This Agreement shall operate from the date upon which it is certified by the NSW IRC and shall remain in force for a period of two (2) years.
- 4.2 Negotiations for a replacement agreement shall commence three (3) months before the expiration of this Agreement.

5. No Further Claims

- 5.1 The parties to this Agreement will not, during the course of its operation, make claims for amendments to the wages and conditions concerning the Employees.

6. Definitions

- 6.1 "Agreement" means the Pink Healthcare Services Agreement 2003 and references to "this Agreement" or "the Agreement" shall have corresponding meanings.
- 6.2 "NSW IRC" means the NSW Industrial Relations Commission.
- 6.3 "Award" means the Transport Industry - Mixed Transport Interim (State) Award
- 6.4 "Casual Employees" means Employees engaged by the Employer in accordance with clause 11.1.2
- 6.5 "Employees" means those employees described herein at paragraph 2.1 and references to "Employee" shall have corresponding meanings.

- 6.6 "Employer" means SGS Australia Pty Ltd trading as Pink Healthcare Services.
- 6.7 "Full-Time Employees" means Employees engaged by the Employer in accordance with clause 11.1.1 (a).
- 6.8 "Ordinary Hourly Rate of Pay" means:
- 6.9.1 in relation to Permanent Employees, the wage rate applicable to each hour worked during the Ordinary Working Hours, calculated by dividing the Ordinary Weekly Rate of Pay by thirty-eight (38); and
- 6.9.2 in relation to Casual Employees, the wage rate contemplated by clause 11.3.
- 6.10 "Ordinary Working Hours" means the hours prescribed by clause 14.1.
- 6.11 "Ordinary Weekly Rate of Pay" means the amount of remuneration prescribed, in relation to the Ordinary Working Hours, by clause 17.1.
- 6.12 "Part-Time Employees" means Employees engaged by the Employer in accordance with clause 11.1.1 (b).
- 6.13 "Performance Indicators" means performance indicators established in accordance with clause 10.1.1 herein.
- 6.14 "Permanent-employees" means Employees engaged by the Employer in accordance with clause 11.1.1.
- 6.15 Communications includes telephone, two way radio, sms message, other company provided equipment written and /or as directed by the employer
- 6.16 Clinical and related waste as defined by the relevant EPA Guideline.
- 6.17 Union shall mean Transport Workers' Union of NSW Branch ("NSW TWU")

PART II

OBJECTIVES, FLEXIBILITY AND DEVELOPMENT

7. Objects

- 7.1 The objects of this Agreement are as follows:
- 7.1.1 to enhance the productivity and efficiency of the Employer's operations by implementing more flexible working arrangements;
- 7.1.2 to create a viable, productive and enduring enterprise;
- 7.1.3 to promote job security and better pay;
- 7.1.4 to satisfy customer needs by providing service of the highest quality and efficiency;
- 7.1.5 to provide the Employees with a stable and safe working environment;
- 7.1.6 to prevent industrial action, including action by the Employer;

8. Enterprise Flexibility

- 8.1 For the purposes of increasing productivity and flexibility, as well as enhancing their career opportunities and job security.

Employees will be given the opportunity when available to perform tasks within the scope of their skills and competence.

- 8.2 The Employees will take all reasonable steps to ensure the quality, accuracy and completion of any jobs or tasks assigned to them.
- 8.3 Employees will perform such tasks as are lawfully required of them by the Employer and will accept instructions and directions from The Employer's authorised personnel.
- 8.4 It is the intention of the Employer that all Employees be given the opportunity to achieve their full potential by acquiring a wide range of skills relevant to their employment. Employees may be required, on a short or long-term basis, to carry out work that they may not normally perform in order to satisfy customer requirements or to ensure that all personnel and equipment are utilised efficiently.
- 8.5 All Employees shall communicate to the Employer's office on each working day as often as directed by the Employer and may be allocated additional tasks during the course of each working day. The Employer may leave voice mail messages on company mobile phones at any time.

9. Training and Development

- 9.1 It is recognised by all parties that, to increase the efficiency, productivity and competitiveness of the business conducted by the Employer, the Employees will be trained to effectively utilise the equipment with which they are provided.
- 9.2 Employees will undertake training at the reasonable direction of the Employer.
- 9.3 All costs associated with any training that an employee undertakes at the request of the Employer shall be borne by the Employer.

PART III

THE CONTRACT OF EMPLOYMENT

10. Performance Review

- 10.1 The parties have agreed and acknowledge that:
 - 10.1.1 the Employer may establish performance indicators under this Agreement to assess the performance of Employees; and
 - 10.1.2 the Employer may introduce new technologies for the purposes of:
 - (a) monitoring and evaluating productivity;
 - (b) enhancing efficiency; or
 - (c) enhancing the productivity of its operations.
- 10.2 Performance Indicators may relate to matters including (but not limited to) the following:
 - 10.2.1 vehicle utilisation;
 - 10.2.2 lost time;
 - 10.2.3 absenteeism;
 - 10.2.4 fuel consumption;
 - 10.2.5 compliance with health and safety procedures;

- 10.2.6 the number of vehicle accidents;
- 10.2.7 the level of customer satisfaction;
- 10.2.8 wastage of company resources;
- 10.2.9 the ability to adopt flexible working arrangements;
- 10.2.10 completion of allocated tasks within budget and deadlines; and
- 10.2.11 punctuality.
- 10.2.12 communication,
- 10.2.13 compliance with Hass or similar system.

10.3 The Performance Indicators shall be monitored and/or audited by The Employer

11. Terms of Employment

11.1 The Employer may engage (subject to this Agreement) Employees as either:

11.1.1 Permanent Employees, who will, in turn, be classified either as:

- (a) Full-Time Employees, who shall be employed for an indefinite period of time to work the Ordinary Working Hours in each ordinary working week; or
- (b) Part-time Employees, who shall be employed for an indefinite period of time to work less than the Ordinary Working Hours in each ordinary working week; or

11.1.2 Casual Employees, who will be employed by the hour.

11.2 Part-time Employees shall be entitled to the benefit of all of the terms and conditions applicable to Full-Time Employees, except on a pro-rata basis.

11.3 Subject to Part IV, Casual Employees shall be entitled to be paid an amount per hour equal to 120% of the Ordinary Hourly Rate of Pay.

11.4 Casual Employees shall be paid a minimum of four hours payment for any day on which they are required to work.

12. Vehicles

12.1 Employees shall wash and maintain the Employer's vehicles as required by the Employer. When the vehicle is garaged at the company premises the washing of the vehicle is the companies responsibility.

12.2 It is at the Employers discretion that Employees are permitted to drive vehicles home at the completion of each working day. Where it has been custom and practice to allow employees to drive vehicles home, any change to this practice shall be discussed with the affected employees prior to implementation.

12.3 When an employee takes leave or annual holidays the employee shall return to the employer the employers' vehicle to the depot. Use of the employers' vehicle over annual leave and/or holidays by the employee is at the employers' sole discretion. The employee shall pay for all fuel consumed whilst on leave and return the vehicle with a full tank of fuel on their return to work date.

12.3.1 when a vehicle is to be collected at the completion of leave or annual holidays the employer may instruct the Employee to collect the vehicle on the last working day prior to commencement or if it is convenient to the Employer and arrangements can be made for

the Employee to collect the vehicle on a Saturday or Sunday prior to return from leave. If under the instruction of the Employer (the Service Manager or his delegate) the Employee will be paid 3 hours @ ordinary time & one half to prepare and collect the vehicle.

- 12.3.2 an employee may elect to collect the vehicle if it is available on the last working day before returning to work. No payment will be made in this case.

13. Protective Clothing and Equipment

- 13.1 The Employer will provide Employees with uniforms and suitable protective clothing and equipment. Employees shall wear such protective clothing, uniforms or equipment as required by the Employer.
- 13.2 Employees shall launder and maintain all uniforms and protective clothing in a presentable condition.

PART IV

HOURS OF WORK

14. Ordinary Hours and Starting Times

- 14.1 The Ordinary Working Hours shall be thirty-eight (38) hours per week, to be worked:
- 14.1.1 over five (5) days, Monday to Friday (inclusive);
- 14.1.2 between the hours of 4:00am and 5:00pm; and
- 14.2 Subject to clause 14.3, each Employee may have a fixed starting time, which may be varied on one (2) day's notice by the Employer, as specified in its roster, Otherwise the starting time may vary to assist in the operational requirements of the work at hand.
- 14.3 Notwithstanding clause 14.2, an Employee's starting time on a particular day may be varied, without penalty, on one (1) day's notice, provided that the Employer and the Employee agree to such variation as applicable to 14.1.2.
- 14.4 The employees working day shall commence upon the earlier of the employees arrival at the employers premises (or customers premises) or 30 minutes from home provided that the journey is directly to the first customers premise;
- (a) City runs Sanitary & General Drivers:
- Start of the day - from the time the driver arrives at the depot or the first customers premises or 30 minutes from home, whichever is the earlier.
- Finishing the day - When the employee enters the truck and logs off after completing the last job of the day or logging off when departing the depot at the end of the day.
- (b) Country runs Sanitary & General Drivers:
- Start of the day - from the time the driver enters the truck, logs on and leaves home, or logging on and starting at the first job.
- Finishing the day - When the employee logs off after arriving home after driving directly from the last job.
- Where the employee stays overnight the starting and finishing times are based on the log on and log off at the first and last job of the day.
- (c) Start and Finish times for Washers:

Start time - when protective clothing has been adorned and the washer logs in at the depot ready to commence work

Finish time - When the washer logs off at the depot once he/she has removed their protective clothing and washed and cleaned up after finishing the day's work.

15. Overtime

- 15.1 Subject to this clause (15), the Employer may require Employees to work reasonable overtime and Employees shall work overtime in accordance with such a requirement.
- 15.2 All overtime must be approved before it is worked, such approved overtime to be granted by immediate supervisor and/or Service Manager
- 15.3 Subject to clause 15.4, if a permanent employee is required to work more than (38) thirty eight hours Monday to Friday. All work outside those hours shall be paid at the overtime rate calculated on a daily basis of:
 - 15.3.1 one and a half (1.5) times the Ordinary Hourly Rate of Pay for the first two hours; and
 - 15.3.2 double the Ordinary Hourly Rate of Pay thereafter.
- 15.4 Casual Employees required to work overtime in accordance with this clause (15) shall be entitled to be paid at a rate per hour equal to 110% of the hourly rate applicable to Permanent employees under clause 15.2.
- 15.5 The Employer will endeavour to provide Employees with the maximum amount of notice possible in relation to overtime work.
- 15.6 An Employee required to work overtime in accordance with this clause (15) will be entitled to:
 - 15.6.1 a paid twenty (20) minute crib break before commencing overtime; and
 - 15.6.2 a further paid twenty (20) minute crib break for each complete four (4) hour period of overtime worked thereafter.
- 15.7 Employees required to work overtime for two (2) hours or more shall either be:
 - 15.7.1 supplied with a meal by the Employer; or
 - 15.7.2 be paid a \$10.45 meal allowance.
- 15.8 For the purposes of this clause (15), "crib break" shall mean a non-working break taken by an Employee during the course of their work on any particular working day.
- 15.9 When overtime work is necessary it shall, wherever reasonably practicable, be arranged that Employees have at least ten consecutive hours off duty between the work of successive days.
- 15.10 Notwithstanding any other provision in this Agreement, an Employee who begins work on a particular working day less than ten (10) hours after having completed work on the previous working day shall be paid at the rate of double the Ordinary Hourly Rate of Pay for as many hours as are worked until such a ten (10) hour rest period is observed.

16. Meal Breaks

- 16.1 Employees who have worked continuously for more than four (4) hours on any particular working day shall be entitled, during Ordinary Working Hours, to a meal break of not less than thirty (30) minutes.

- 16.2 Where an Employee is required to work for longer than four hours, the Employee shall take a meal break no later than five and one half (5.5) hours after commencing work.

PART V

REMUNERATION

17. Wage Rates

- 17.1 The wage rates are set out in Appendix 1.

The wages shall increase annually in this agreement in accordance with Appendix 1.

- 17.2 Where, in this Agreement, reference is made to the calculation of a monetary value according to the duration of a period of time, such a value will be determined by applying to that period of time (on a pro rata basis, where, applicable) the Ordinary Weekly Rate of Pay.

18. Payment of Wages

All wages shall be paid fortnightly by direct electronic funds transfer to the bank, Building Society or Credit Corporative account at each Employee's choice.

19. Superannuation

- 19.1 The Employer will make superannuation payments on behalf of each Employee of not less than that required under the Federal legislation relating to superannuation.

- 19.2 The Employer may make payments into:

19.2.1 a fund nominated by it; or

19.2.2 the TWU Superannuation Fund, or

19.2.3 such other fund that is agreed to, from time to time, by the majority of the Employees.

20. Deductions from Wages

- 20.1 Where an Employee receives an amount of pay in excess of the Employee's pay entitlements, the Employer or employee shall notify the other party of the overpayment immediately after discovering it.
- 20.2 The Employer shall be entitled to recover from the Employee any overpayments by deducting such amounts from the Employee's subsequent pay or by such other method as may be agreed between the Employer and the Employee.

PART VI

LEAVE ENTITLEMENTS

21. Public Holidays - Re Gazetted and Proclaimed Public Holidays

- 21.1 Permanent Employees shall be entitled to be absent from work without loss of pay in line with clause 40.1.1 of the Mixed Enterprises State Interim Award.

22. Annual Leave

- 22.1 Employees shall be entitled to twenty (20) working days' paid annual leave at the Ordinary Weekly Rate of Pay after each completed year of continuous service.

- 22.2 Payments made under this clause (22) will attract an additional loading, applied at the rate of 17.5% provided that such a loading will not apply to pro-rata leave payable to an Employee upon the termination of their employment.
- 22.3 Annual leave shall be taken within twelve (12) months of the time it accrues, unless the Employer and the Employee agree otherwise.
- 22.4 Upon agreement with the Employer, an Employee may take annual leave wholly or partly before they otherwise become entitled to it.
- 22.5 The Employee must give one month's notice of leave proposed to be taken and must take leave in periods of a minimum of one week, unless the Employee and the Employer agree otherwise. The employer shall provide a response to the request within 14 days of the notice.
- 22.6 Annual leave must be taken at times and in periods that are convenient to the Employer.
- 22.7 Where the employer has approved leave, and then requests the employee not take such leave, the employer shall reimburse the employee for any out of pocket expenses incurred (such as deposits for accommodation, airfares, etc.). Proof of such expenses is the responsibility of the employee and the normal standard of documentation for substantiating an expense reimbursement shall apply.
- 22.8 Employees shall be entitled, upon termination, to payment for accrued but untaken annual leave, including a pro-rata amount for any incomplete year of service, calculated at the Employee's Ordinary Weekly Rate of Pay.
- 22.9 Where an employee is required to pick up a vehicle on the last day of their annual leave, all endeavours shall be made so that the employee can collect the vehicle on the day immediately prior to their return to work. When requested to pick up a vehicle an employee is entitled to payment for three hours at ordinary time and one half to collect a vehicle from the depot. Refer 12.3.1.
- (a) Long Service Leave - Refer to *Long Service Leave Act 1955*

23. Personal Leave

All forms of personal leave (sick leave, carer's leave, bereavement leave) shall be in accordance with the award.

24. Leave Without Pay

- 26.1 An Employee may take leave without pay only with the permission of the Employer.

PART VII

UNION AND RELATED MATTERS

25. Agreement to Be Available

Copies of this Agreement shall be available to all parties covered by the Agreement in a place where visible and accessible to all parties.

26. Union Recognition and Union Membership

- (a) The Company recognises the Transport Workers Union of NSW Branch as being a union that represents the industrial interests of employees covered by this Agreement.
- (b) The Company undertakes upon receipt of authorisation to deduct union membership dues, as levied by the Transport Workers Union of Australia in accordance with its rules, from the pay of those employees who are members of the Transport Workers Union of NSW Branch. Such monies collected will be forwarded to the Transport Workers Union of NSW Branch at the beginning of each month together

with all necessary information to enable the reconciliation and crediting of subscriptions to members accounts.

- (c) The Company further agrees that an authorised TWU representative is entitled to enter the Company's premises by giving 24 hours notice and or at an agreed time for the purposes of interviewing TWU employees, in a manner, which does not interfere unreasonably with the Company's business. As per *NSW Industrial Relations Act*

PART VIII

CONSULTATION AND DISPUTE RESOLUTION

27. Consultative Process

The Parties agree workplace change will be adopted by both parties and in particular that:

- (a) There shall be a Site Consultative Committee comprising an equal number of employer and employee representatives;
- (b) The Site Consultative Committee may meet on a regular basis to monitor the effectiveness of the Enterprise Agreement and identify new areas of workplace activity that can be improved to enhance productivity, customer service and job satisfaction;
- (c) Meetings of the Site Consultative Committee will be held at least bi-monthly or as necessary and on Company time during the life of this Agreement.

28. Dispute Settlement Procedure

The parties to this Agreement are committed to, wherever possible, resolving industrial disputes by non-industrial action and will use the following Settlement of Disputes procedures as the means of avoiding and resolving industrial disputes:

- (a) The matters to be dealt with in this procedure shall include all grievances or disputes between an employee and the employer in respect to any industrial matter and all other matters that the parties agree on.
- (b) In the event of an employee having a grievance or dispute, the employee shall in the first instance attempt to resolve the matter with the immediate supervisor.
- (c) If the grievance or dispute is not resolved, the employee may refer the matter to the next higher level of management for discussion. Such discussion should, if possible, take place within 24 hours after the request by the employee. For the purpose of these discussions, the employee may be represented by a fellow employee or a representative of the Union.
- (d) If the grievance or dispute is still unresolved, the matter shall, in the case of a member of the Union be reported to the Union and the Company's Human Resources Manager. An employee not being a member of the Union may report the grievance dispute to management or the Company's Human Resources Manager. This should occur as soon as it is evident that discussions will not result in resolution of the dispute.
- (e) If, after discussion between the parties, or their nominees mentioned above, the dispute remains unresolved after the parties have genuinely attempted to achieve a settlement thereof, notification of the existence of the dispute may be given pursuant to the *NSW Industrial Relations Act 1996*. The parties agree to the NSW Industrial Relations Commission settling the matter by conciliation or arbitration.
- (f) Discussions under this procedure should take place within seven days, however, this time period may be extended by agreement between the parties. Whilst all of the above procedures are being followed, normal work shall continue and the status quo shall prevail.

- (g) Discussions at any stage of the procedure shall not be unreasonably delayed by any party, subject to acceptance that some matters may be of such complexity or importance that it may take a reasonable period of time for the appropriate response to be made. If genuine discussions are unreasonably delayed or hindered, it shall be open to any party to give notification of the dispute pursuant to the *NSW Industrial Relations Act 1996*.
- (h) A fellow employee nominated to represent the employee under these procedures shall be allowed the necessary paid time during working hours to:

Meet with the employee and management;

Participate in proceedings before the NSW Industrial Relations Committee.

PART IX

EXECUTION

29. Signatories

This Agreement is made at Sydney on this the 20 day of April 2004

Signed for and on behalf of the Employer

Signature
David Smith
Business Development Manager

Signature
A.V. Sheldon
TWU Representative

Signature
B. Penton
Witness

Signature
Debbie Brannigan
Witness

Signature
Rosalind Gadsen
Witness

PART X

ATTACHMENT

30. Appendix 1

Rates as at March 26th, 2004

Current accumulated Wage: \$ 584.44

Rates upon acceptance of agreement

Base Wage	\$515.30
Money Handling Allowance	\$1.81
Sanitary driver/offsider Allowance	\$12.90
Industry Allowance	\$57.37
Big City Allowance	\$4.61
Total	\$591.99

Rates effective five (5) months from acceptance of agreement

Wage increase	4%
Big City Allowance	to \$5.58 paid weekly

Attendance Allowance

\$5.96 *paid weekly

- *1. Increase applicable "from signing of agreement" does not apply to new employees or to current employees with less than 3 months service until they have 12 months service with the company (adjustments will be made with respect to maintaining the award wage).
2. Big City Allowance refers to Capital Cities with a population in excess of 3 million people.
- *3. Attendance allowance to be paid when no sick leave is taken within the pay week.
4. Allowances to be paid when employee is on annual leave.
5. All amounts shown are gross (i.e. before tax)

ANNEXURE 1

ANTI-DISCRIMINATION

All parties bound by this EBA are bound by the Anti-Discrimination clause 4 of the Transport Industry - Mixed Enterprises Interim (State) Award published 23 November 2001 (329 I.G. 748) as follows:

- (1) It is the intention of the parties bound by this award 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.
- (2) It follows that, in fulfilling their obligations under the dispute resolution procedure prescribed by this award, the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award 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 award 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 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 award 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 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 this 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.”