

WARNING: [REDACTED] AWA TEMPLATE**WITHOUT PREJUDICE****1) Fixed (cl.2) and unnecessary minimum terms and conditions.**

- a. Compassionate leave (cl.11.3) – 3 days per year from day 1 (this is additional to 8 days personal leave)
- b. Jury service make up pay (even for casual part time employees)
- c. Cumulative sick leave

NOTE:

These become legal minimum conditions available to individual staff who sign their AWA. The employer has no discretion to give more or less based on merit or circumstances once lodged. The employee has no freedom to choose cash over these conditions which are included by a faceless bureaucrat outside the business.

2) Sloppy drafting

- a. Probation – the employer may not have the right to terminate probationary employees in circumstances other than unsatisfactory performance. E.g. technological and structural change, or temporary shut down.
- b. Furthermore, it is unclear the employer has the sole discretion to terminate an unsatisfactory employee as the grievance procedure (Appendix. B) could be invoked.
- c. Penalty rates for public holidays – the document is ambiguous. It states (cl.17) if an employee is required to work a public holiday, “no additional payment will be received”. In contradicting (cl.6 and cl.7) makes clear that all hours worked public holidays are ordinary hours and are paid at standard rates as appropriate. Therefore;
 - “overtime” penalties (not defined) apply to all hours outside stated maximum and minimums, and which are not “volunteered” (not defined).

NOTE:

An employee who works hours which have been rostered by the employer does not satisfy the requirements of volunteering under the Agreement.

- A de facto penalty of 100% applies to employees who are not required to work on public holidays and are normally rostered on that day of the week.

NOTE:

Most employers are inclined to follow wrong advice that they are not obliged to pay penalty rates under this form of AWA.

Clearly that is not the case and the penalty entitlements are both complex and ambiguous. Such a contract inevitably leads to unnecessary disputes at the workplace.

3) Inappropriate rewards and rigidities

The following terms are not required. Many are in excess of those required under the Award this template is intended to replace – all well in excess of the Government's proposed new minimums.

- a. Maximum and minimum hours mean that staff are paid for NOT working (cl.6.2, cl.6.3,cl.7.3,cl.7.4,cl.7.5)
- b. 20 minute PAID meal breaks per day.
- c. Annual 2.5% compounding across the board increases.
- d. Cumulative personal leave (i.e. 8 days per year, no maximum).

AUSTRALIAN
WORKPLACE
AGREEMENT



Australian Government

Office of the Employment Advocate



**AUSTRALIAN WORKPLACE
AGREEMENT**

MARCH 2005

Version 1

IMPROVING AUSTRALIAN WORKPLACES

AUSTRALIAN WORKPLACE AGREEMENTS INFORMATION STATEMENT FOR EMPLOYEES (to be provided to each employee at the time of providing the Australian Workplace Agreement)

Advice & Assistance

Your employer is interested in making an Australian workplace agreement (AWA) with you. The Office of the Employment Advocate (OEA) provides advice and assistance to employees and employers in connection with AWAs. If you need further information about AWAs please contact the OEA on 1300 366 632 or visit the OEA's website at www.oea.gov.au

The OEA is responsible for:

- filing, assessing and approving AWAs;
- investigating alleged breaches of AWAs and the laws concerning AWAs, and assisting the parties in pursuing legal action where appropriate;
- providing advice and assistance about rights and obligations under the Workplace Relations Act 1996.

No-Disadvantage Test

For the Employment Advocate to approve an AWA it must meet the No-Disadvantage Test. This means that your overall wages and conditions, under the AWA, will not be less than the overall wages and conditions you would get under any award/s and relevant laws which apply to your work. An Australian workplace agreement (AWA) is an individual written agreement between an employer and employee about terms and conditions of employment. An approved AWA will take the place of any federal or State award that would otherwise apply and can change your working conditions.

Genuine Consent

You should only sign the AWA if you genuinely consent to it. An AWA cannot require either the employer or the employee to keep its contents confidential. You must be given a copy of the AWA. Your employer should explain to you the terms and conditions of the proposed AWA.

Time to Consider

You must be given time to consider the proposed AWA. If you are already working in the job, you must have 14 days to consider the AWA before signing. If you have not started in the job, the period for consideration is 5 days. You should not sign your AWA before the appropriate period has expired. The Employment Advocate will not be able to approve it if you do. AWAs are voluntary. If you believe you are being forced into signing an AWA or have any other doubts about the process, you can contact the OEA. An offer of employment to a prospective employee may be made conditional upon signing an AWA. The conditional offer of employment will not, of itself, be duress because a person will be free to accept or refuse it.

Bargaining Agent

You can have someone assist you or represent you in negotiating an AWA. This person is called a bargaining agent. If you use a bargaining agent you must appoint that agent in writing and give a copy of this appointment to your employer. If you have appointed a bargaining agent, this person may make specific submissions to the Employment Advocate in relation to the no-disadvantage test and other approval requirements. Your bargaining agent can be a friend or relative, a solicitor, a trade union representative, or any other person whose advice you can rely on.

Your Details

If you agree to sign an AWA, your employer may ask you for your home address and telephone number to include in a form that will be sent to the Employment Advocate. Provided that your employer's application contains the necessary information, the Employment Advocate will send a filing receipt to your employer. This will show that the AWA has been received and is being assessed. Your employer must give you a copy of the filing receipt.

AWA is Approved

If you are already working in the job to which the AWA relates at the time you signed the AWA – your AWA begins on the day after it is approved, unless a later date is specified. If you have not yet started work in the job to which the AWA relates, at the time you signed the AWA, your AWA will commence on the day on which you start your work, or the day after a filing receipt is issued, or on the day stated in the AWA, whichever of

these is the later. If an AWA meets all the requirements, the Employment Advocate will send your employer an approval notice and a copy of the approved AWA, together with any undertaking/s that may have been given by your employer. Your employer must give you copies of these documents to keep.

AWA is Refused

If the AWA is refused, your employer will be sent a refusal notice and must give you a copy of this notice. If your AWA is refused and you are an existing employee the pay and working conditions of the federal or State award or agreement that covers your work will continue to apply to you. If your AWA is refused and you are a new employee and you sign an AWA and it is subsequently not approved, you are entitled to receive any shortfall between the AWA and what you would have received under the federal or State award or agreement that covers your work.

Legal Action

If your employer does not abide by the AWA, you can take legal action to obtain your entitlements. The OEA can help you do this.

Commonwealth Laws

Commonwealth laws provide a number of entitlements for employees. Some rights are common to all employees covered by Commonwealth laws, including employees covered by an AWA.

Entitlements under Commonwealth laws include –

- Parental leave (12 months unpaid leave after the birth or adoption of a child)
- A period of minimum notice, or pay in lieu, when employment is terminated, unless the employee has been guilty of serious misconduct.
- A contribution to a superannuation fund made by an employer.
- Protection against unfair dismissal.
- The right to be issued with a pay slip which sets out details of pay and any deductions (such as taxation payments).
- The right to belong or not belong to a union.

For information on common entitlements under Commonwealth law contact the OEA on 1300 366 632

State Laws

An AWA can override State laws on conditions of employment such as annual leave. However, if your AWA does not mention a matter covered by State law, then the State law will continue to apply. An AWA cannot override State laws dealing with occupational health and safety, workers' compensation or apprenticeships. An employer has a general obligation to provide its employees with a safe place of work.

Anti-discrimination

Each AWA must contain an anti-discrimination provision as prescribed in the Workplace Relations regulations, prohibiting discrimination on the grounds of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, political opinion, national extraction or social origin.

Dispute Resolution

AWAs are required to include a dispute resolution procedure. If an AWA does not include a dispute resolution procedure, the model procedure contained in the Workplace Relations Regulations is deemed to be included. The procedure is aimed at solving disputes at the workplace before involving anyone else.

English

This is a publication of the Office of the Employment Advocate (OEA) which provides information about Australian workplace agreements. If you cannot read English and need help to understand this publication, please call the OEA National Telephone Enquiry Service through the Translating and Interpreting Service on 13 14 50 during business hours. This Telephone service will be paid for by the OEA.

**AUSTRALIAN WORKPLACE AGREEMENT
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AUSTRALIAN WORKPLACE AGREEMENT

1. PARTIES TO AGREEMENT

This Agreement is made between:

(the Employer)

(ABN)

And the employee whose name and details appear at the end of this agreement (the employee).

2. CONTRACT OF EMPLOYMENT

This agreement shall operate to encompass all terms and conditions of employment and shall operate to the exclusion of any and all other agreements and/or Awards.

The employee will diligently and faithfully perform all the duties and responsibilities of their employment and will be bound by any policy and procedures formulated by the employer.

3. PERIOD OF OPERATION

The AWA will take effect:

- For new employees the day after a filing receipt is issued for the AWA.
- For existing employees from the first pay period after the date of approval.

The nominal expiry date of this AWA is three years after the later date on which the employer and employee signed the agreement. The AWA will remain in operation after the nominal expiry date until replaced by another agreement or terminated in accordance with the Workplace Relations Act 1996.

4. DISCLOSURE

Nothing in this AWA shall be taken as in any way prohibiting or restricting disclosure of details in this AWA by either party to any other person.

5. PROBATIONARY PERIOD

All new employees shall be on probation for the first three (3) months of engagement. During this period the employer will monitor the employee's work performance. In the event that performance is assessed as unsatisfactory the employer may terminate employment by the giving of one day's notice.

6. DEFINITIONS

- 6.1 PAY RATES:** are expressed as the minimum hourly or weekly rate payable (employers can elect to pay more than this minimum rate). Two tables are presented in Appendix A:

TABLE A: Standard rate (for full-time employees): is defined as a minimum weekly pay rate that includes provision for all penalty payments associated with weekend work, public holidays and annual leave loading. The employee will receive the same standard rate regardless of whether the employee's working week includes weekend and Public Holiday work. All annual and personal leave accrued and taken under this Agreement shall be paid at this rate.

TABLE B: Loaded rate (for part-time employees): is defined as a minimum hourly pay rate that incorporates the standard rate (one 38th of the rate in Table A and as defined above) plus payment for annual leave and personal leave entitlements. This rate will be paid for all ordinary hours worked. Any annual leave or personal leave accrued and taken under this Agreement shall be unpaid at the time of taking such leave.

- 6.2 Full-time** employees are defined as those whose ordinary hours of work are 152 hours over a 4 week period and are employed on a weekly basis. The ordinary rate of pay for full-time employees is the standard rate.
- 6.3 Part-time** employees are also employed on a weekly basis but their ordinary hours of work are at least 20 but less than 152 over a 4 week period. The ordinary rate of pay for part-time employees is the loaded rate.
- 6.4 Sandwich Artist** means an employee engaged in one or more of the following: receipt of orders for, or the preparation of (including cooking), sale, serving or delivery of food and beverages to clients.
- 6.5 Supervisor** means an employee who performs all the duties of a Sandwich Artist and in addition has the major responsibility for supervising Sandwich Artists and/or for training new employees.
- 6.6 Store Manager** means an employee appointed by the employer to be in charge of a shop or food outlet.

7. ORDINARY HOURS OF WORK

- 7.1** The ordinary hours may be worked over any day of the week, Monday to Sunday inclusive and shall be arranged by the employer to meet business requirements.
- 7.2** Such ordinary hours of work shall not exceed an average of 38 hours per week over a 4 week period (the actual hours worked may vary from week-to-week with some weeks greater than 38 hours and other weeks less).
- 7.3** The ordinary hours shall be arranged over the 4 week period so that:
- No more than 20 hours in total over the 4 week period are worked on Saturdays;

- No more than 20 hours in total over the 4 week period are worked on Sundays.
- The restrictions of working hours outlined above are for full-time employees. For part-time employees these restrictions will be adjusted to be proportionate to the number of hours worked by the employee over the 4 week period.

- 7.4 The ordinary spread of hours is 6am to midnight.
- 7.5 Maximum ordinary hours to be worked on any day shall not exceed 8 hours, however, (and by agreement between the employer and the employee) up to 10 hours may be worked in any one day per week. A minimum 3 hour engagement will apply.
- 7.6 By agreement, an employee may move from part-time to full-time status or full-time to part-time status under this Agreement.

8. ROSTER ARRANGEMENTS

The employer will ensure 7 days notice of the roster. The roster can be altered by mutual consent at any time. The employer recognises the importance of ensuring that rosters are effectively communicated to the employees.

9. ADDITIONAL HOURS

Any work outside of the ordinary hours specified in Clause 7 of this AWA is additional hours. Where the employee *volunteers* to work additional hours it will be paid at their ordinary rate of pay. An employee may elect to take time off in lieu of payment of additional hours. Time taken will be an hour taken for every hour worked.

Where the employer *directs* the employee to work additional hours, it will be paid at 1.5 times the ordinary rate of pay. An employee may elect to take time off in lieu of payment of additional hours. Time taken will be at the penalty time – that is for every hour worked, one hour and half shall be taken. Any rostered hours, above or outside the ordinary hours of work, would be considered directed overtime.

10. MEAL INTERVALS / REST BREAKS

An employee is entitled to an unpaid meal break of 30 minutes after 5 hours of work which is to be taken at a time convenient to the business and the service to customers.

Employees shall receive a paid rest period of 10 minutes duration for each four hours worked to be taken at a time convenient to the business and the service to customers.

When an employee works a shift of 5 hours or more, the employee will be entitled to a free [REDACTED] (or another meal of equivalent value) and a standard soft drink.

11. PAYMENT OF WAGES

Wages will be paid after the end of the pay period into a bank account nominated by the employee. It is the employee's obligation to provide the correct bank details to the employer and advise the employer promptly if there are any changes to those details.

Pay slips giving details of earnings and deductions will be issued with each pay.

12. JUNIOR RATES

Junior rates are only applicable to Sandwich Artists. Juniors employed as Supervisor or Store Manager shall receive the full adult rate.

16.67

| Juniors age | Percentage | of rate | for |
|----------------|------------|--------------|------------------------------|
| | | | Sandwich Artists |
| | | | (either Table A or B) |
| Under 16 years | 40% | <i>6.67</i> | |
| 16 years | 50% | <i>8.33</i> | |
| 17 years | 60% | <i>10.00</i> | |
| 18 years | 70% | <i>11.67</i> | |
| 19 years | 85% | <i>14.17</i> | |
| 20 years | 90% | <i>15.00</i> | |
| <i>21 year</i> | | <i>16.67</i> | |

13. WAGE INCREASES

Wages will be increased by 2.5% on 1 July 2005, 1 July 2006, 1 July 2007.

14. SUPERANNUATION

Superannuation contributions will be paid as required under the relevant superannuation legislation to a complying Fund.

15. ABSENCES

Where practicable, notification of absence should be made to the employer well in advance of shift commencement time so that alternative staffing arrangements can be made.

16. LEAVE PROVISIONS

16.1 Annual Leave

Full time employees are entitled to 4 weeks (20 days) annual leave for each completed year of service. Part time employees will accrue annual leave on a pro-rata basis, however at the time of taking any such leave, it is unpaid as annual leave entitlements are incorporated into the loaded rate of pay.

Annual leave must be taken at a time mutually agreed with the employer. Annual leave loading is not payable at the time of taking leave, as it has been incorporated into the standard rate.

A full-time employee who leaves or is dismissed for any reason shall receive, on termination, a pro-rata payment in lieu of their annual leave, and any accrued annual leave entitlement.

Any leave accrued prior to signing this Agreement will be carried over.

16.2 Personal leave (Sickness / family leave)

Personal Leave is defined as any leave taken for the purposes of:

- personal illness or injury (sick leave); or
- for the purposes of caring for an immediate family or household member who is ill; or

Full time employees are entitled to 5 days paid personal leave in the first year of service and 8 days paid personal leave in the second and subsequent years of service. Personal leave is cumulative. Part-time employees are entitled to pro-rata personal leave, however at the time of taking any such leave it is unpaid as personal leave entitlements are incorporated in the loaded rate of pay.

For absences of two or more consecutive shifts and/or of more than three single days within a 12 month period the employee should provide the employer with a Medical Certificate stating the medical reason for the absence.

The employer, may at their discretion, grant additional unpaid personal leave under exceptional circumstances.

Any personal leave accrued prior to signing this Agreement will be carried over.

16.3 Compassionate Leave

Full time employees, shall be entitled to compassionate leave of up to three days per year of service without deduction of pay on the death of immediate family or household member.

16.4 Parental Leave

The provisions of the Workplace Relations Act 1996 will apply.

16.5 Long Service Leave

Long Service Leave shall be provided for in accordance with the *NSW Long Service Leave Act 1955*.

16.6 Jury Service Leave

Where the employee is called for jury duty, the employer agrees to make up the difference between the daily attendance fee the employee receives on jury service and his/her ordinary rate for the same period. The employee must provide proof of attendance at jury service and of any payment received at the time of claiming the difference.

17. PUBLIC HOLIDAYS

All employees may be required to work Public Holidays. The employer will make every effort to roster employees in a manner that is both fair and equitable to ensure that where applicable the allocation of public holiday hours are equally divided between employees on a rotating basis. Accordingly, the employer will ensure that employees are not required to work more than five (5) Public Holidays per year of service.

The following days are recognised as public holidays in the State of New South Wales:

- New Years Day
- Australia Day
- Labor Day
- Good Friday
- Easter Saturday
- Easter Monday
- Anzac Day
- Queen's Birthday
- Christmas Day
- Boxing Day

If the business is closed on a public holiday, which is a normal rostered day of work for an employee, the employee will receive payment at the ordinary rate for the day for the ordinary hours worked on that day.

The Appendices have incorporated payment for public holiday work in the standard rate of pay. If an employee is required to work a public holiday no additional payment will be received.

18. PRESENTATION AND APPEARANCE

Employees must maintain the highest presentation standard in both issued uniforms and personal dress.

Where an employee is required to wear any special uniform it shall be supplied and paid for by the employer. Any such garment remains the property of the employer.

19. PROPERTY OF THE COMPANY

Employees are required to take all reasonable care in the use of company property and to protect any company property in their care.

On termination of employment or upon request to do so, employees must return in good condition (subject to fair wear and tear) any property in their possession belonging to the employer.

20. TERMINATION & RESIGNATION

Except in the case of probationary employees, either party may terminate employment at any time by giving the other party one week's notice.

Nothing in this Agreement affects the employer's right to dismiss an employee without notice for serious misconduct and an employee so dismissed shall only be entitled to be paid for the time worked up to the time of dismissal and any entitlements accrued to such time.

Employees on probation shall be entitled to one (1) day's notice of termination.

21. REDUNDANCY PAY

DOES NOT APPLY TO EMPLOYERS WITH LESS THAN 15 STAFF

Redundancy occurs where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing to be done by anyone and this is not due to the ordinary and customary turnover of labour.

The minimum period of notice to be provided by the employer for reasons of redundancy shall be as follows:

| Years of Service | Required Notice |
|-------------------------------|------------------------|
| Less than 1 year | 1 week |
| 1 year and less than 3 years | 2 weeks |
| 3 years and less than 5 years | 3 weeks |
| 5 years and over | 4 weeks |

Employees 45 years and over who have completed at least two (2) years continuous service with the employer will receive one (1) additional weeks notice.

In addition to the period of notice prescribed above, an employee whose employment is terminated for reasons of redundancy shall be entitled to the following amount of severance pay in respect of a continuous period of service:

| Period of continuous service | Severance pay |
|-------------------------------------|----------------------|
| Less than 1 year | Nil |
| 1 year but less than 2 years | 4 weeks' pay |
| 2 years but less than 3 years | 7 weeks' pay |
| 3 years but less than 4 years | 10 weeks' pay |
| 4 years but less than 5 years | 12 weeks' pay |
| 5 years but less than 6 years | 14 weeks' pay |
| 6 years and over | 16 weeks' pay |

Weeks' pay means the ordinary time rate of pay for the employee concerned.

The Company shall not be obliged to make a severance payment if the Company obtains suitable alternative employment for the employee, and the employee unreasonably rejects the offer of employment.

22. DISPUTE RESOLUTION PROCEDURE

Refer to Appendix B

23. PROVISION RELATING TO ANTI-DISCRIMINATION

Refer to Appendix C

APPENDIX A – RATES OF PAY

TABLE A: Standard Rate as defined at clause 6

All annual and personal leave accrued and taken under this Agreement shall be paid at this rate.

| | Sandwich Artist | Supervisor | Store Manager |
|---------------|-----------------|------------|---------------|
| From April 05 | \$582.00 | \$597.00 | \$628.00 |

EMPLOYERS MAY PAY ABOVE THESE RATES

OR

TABLE B: Loaded Rate as defined at clause 6

Any annual leave or personal leave accrued and taken under this Agreement shall be unpaid at the time of taking such leave.

| | Sandwich Artist | Supervisor | Store Manager |
|---------------|-----------------|------------|---------------|
| From April 05 | \$16.67 | \$17.10 | \$18.05 |

EMPLOYERS MAY PAY ABOVE THESE RATES

Wage Attachment Disclaimer: The rates contained in this Template satisfy the No Disadvantage Test (NDT) at the date of printing this document (refer cover page). The OEA reserves the right to alter rate schedules at any time to ensure that the NDT is continued to be met. Please contact the OEA to check up to date rates in the template.

APPENDIX B – DISPUTE RESOLUTION PROCEDURE

In relation to any matter that may be in dispute between the parties to this AWA ('the matter'), the parties:

- a. will attempt to resolve the matter at the workplace level, including, but not limited to:
 - i. the employee and his or her supervisor meeting and conferring on the matter; and
 - ii. if the matter is not resolved at such a meeting, the parties arranging further discussions involving more senior levels of management (as appropriate); and
- b. acknowledge the right of either party to appoint, in writing, another person to act on behalf of the party in relation to resolving the matter at the workplace level; and
- c. agree to allow either party to refer the matter to mediation if the matter cannot be resolved at the workplace level; and
- d. agree that if either party refers the matter to mediation, both parties will participate in the mediation process in good faith; and
- e. acknowledge the right of either party to appoint in writing, another person to act on behalf of the party in relation to the mediation process; and
- f. agree that during the time when the parties attempt to resolve the matter:
 - i. the parties continue to work in accordance with their contract of employment unless the employee has a reasonable concern about an imminent risk to his or her health or safety; and
 - ii. subject to relevant provisions of any state or territory occupational health and safety law, even if the employee has a reasonable concern about an imminent risk to his or her health or safety, the employee must not unreasonably fail to comply with a direction by his or her employer to perform other available work, whether at the same workplace or another workplace, that is safe and appropriate for the employee to perform; and
 - iii. the parties must cooperate to ensure that the dispute resolution procedures are carried out as quickly as is reasonably possible; and
- g. agree not to commence an action:
 - i. to obtain a penalty under section 170VV of the Act; or
 - ii. to obtain damages for breaches of an AWA; or
 - iii. to enforce a provision of the AWA or Part VID of the Act (other than an action to enforce section 170VU of the Act); unless:
 - iv. the party initiating the action has genuinely attempted to resolve the dispute at the workplace level; and
 - v. either:
 - A. a period of 7 days has expired from the date when the party initiating the action gave notice that mediation is not requested; or
 - B. mediation was requested by either party and that mediation has been completed.

As at 1 January 2004 - Schedule 9 Prescribed Model Dispute Resolution Procedure
Subregulation 30ZI (2) – The Workplace Relations Regulations

APPENDIX C – PROVISION RELATING TO ANTI-DISCRIMINATION

The parties to this AWA agree that:

- (a) it is their intention to achieve the principal object in paragraph 3 (j) of the Workplace Relations Act 1996, which is to respect and value the diversity of the work force by helping to prevent and eliminate discrimination at their enterprise on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin; and
- (b) any dispute concerning these provisions and their operation will be progressed initially under the dispute resolution procedure in this AWA; and
- (c) nothing in these provisions allows any treatment that would otherwise be prohibited by anti-discrimination provisions in applicable Commonwealth, State or Territory legislation; and
- (d) nothing in these provisions prohibits:
 - (i) the payment of junior rates of pay; or
 - (ia) the payment of:
 - (A) a rate of pay worked out by applying (whether directly or otherwise) the wage criteria set out in the award providing for the national training wage or wage criteria of that kind; or
 - (B) different rates of pay for adult and non-adult employees participating in an apprenticeship, cadetship or other similar work-based training arrangement; or
 - (ii) any discriminatory conduct (or conduct having a discriminatory effect) that is based on the inherent requirements of a particular position; or
 - (iii) any discriminatory conduct (or conduct having a discriminatory effect) if:
 - (A) the employee is a member of staff of an institution that is conducted in accordance with the doctrines, tenets, beliefs or teachings of a particular religion or creed; and
 - (B) the conduct was in good faith to avoid injury to the religious susceptibilities of that religion or creed.

As at 1 January 2004 - Schedule 8 Prescribed Provision Relating To Discrimination
Subregulation 30Z1 (1) – The Workplace Relations Regulations

SIGNATURES OF THE PARTIES

Australian workplace agreement made under the Workplace Relations Act 1996, between:

| |
|------------|
| (Employer) |
| and |
| (Employee) |

Signatures:

| | |
|--------------------------|------------------|
| FOR THE EMPLOYER: | |
| Name in full (printed): | ..... |
| Signature: |Date: |
| Position: | ..... |
| Employer Address: | ..... |
| <u>Witnessed By:</u> | |
| Name in full (printed): | ..... |
| Signature: | ..... |
| Witness Address: | ..... |

| | |
|--------------------------|------------------|
| FOR THE EMPLOYEE: | |
| Name in full: | ..... |
| Address: | ..... |
| Signature: |Date: |
| <u>Witnessed By:</u> | |
| Name in full (printed): | ..... |
| Signature: | ..... |
| Witness Address: | ..... |