Any dispute or grievance that arises at the workplace between an Employee(s) and the employer about the interpretation or application of this Agreement or the National Employment Standards (NES) or in relation to any matters pertaining to the relationship of employer and Employee must be dealt with in the following manner:

a) The matter must first be discussed by the aggrieved Employee(s) directly with his or her or their immediate supervisor. A nominated representative has the right to attend at and participate in this discussion as the representative of an Employee provided that this person is the representative of. the Employee's choice:

b) If the matter remains in dispute, it must be discussed with the supervisor's immediate superior or another representative of the employer appointed for the purpose of this procedure. A nominated representative has the right to attend at and participate In this discussion as the representative of an Employee provided that the nominated representative is the representative of the Employee's choice.

c) If the matter remains in dispute, it must next be discussed with the relevant manager of the employer. A nominated representative has the right to attend at and participate in this discussion as the representative of an Employee provided that this person is the representative of the Employee's choice:

d) If the matter remains in dispute, it must be submitted to Fair Work Australia (FWA) for conciliation. For this purpose, It Is agreed that the action FWA will take includes:

i. Arranging conferences of the Parties or their representatives at which FWA is present; and

ii. Arranging for the Parties or their representatives to confer among themselves as conferences at which FWA is not present.

e) If the matter is not resolved in conciliation conducted by FWA, the Parties agree that FWA shall proceed to arbitrate the dispute and/or otherwise determine the rights and/or obligations of the Parties to the dispute. In relation to such arbitration, the Parties must agree that:

iii. FWA may give all such directions and do all such things as re necessary for the just resolution of the dispute, including but not limited to those things set out in section 111(1) of the Workplace Relations Act 1996 (subject to section 711(2) of that Act)

lv. Before making a determination, FWA will give the Parties an opportunity to be heard formally on the matter(s) in dispute.

v. In making its determination, FWA will only have regard to the materials, including witness evidence and submissions put before it at the hearing and will disregard any admission, concessions, offers or claims made in conciliation.

f) The decision of FWA will be binding on the Parties subject to the following agreed matters:

vi. There shall be a right of appeal to a Full Breach of FWA against the decision, which must be exercised within 21 days of the decision being issued or within such further time as the Full Breach may allow.

vii. The appeal will be conducted in accordance with the legal principles applying an appeal in the strict sense.

viii. The Full Breach shall have the power to stay the decision pending the hearing and determination of the appeal.

ix. The decision of the Full Breach in the appeal will be binding upon the Parties.