

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/123

TITLE: **Sydney Fish Market Enterprise Agreement 2005**

I.R.C. NO: IRC5/1733

DATE APPROVED/COMMENCEMENT: 18 April 2005 / 18 April 2005

TERM: 24

**NEW AGREEMENT OR
VARIATION:** EA94/40

GAZETTAL REFERENCE: 27 May 2005

DATE TERMINATED:

NUMBER OF PAGES: 15

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees of Sydney Fish Market Pty Ltd, located at Bank Street, Pyrmont NSW 2009, who fall within the coverage of the Clerical and Administrative Employees (State) Award, and the Fish and Fish Marketing (State) Consolidated Award.

PARTIES: Sydney Fish Market Pty Limited -&- Stephen Annesley, Stephen Ball, Brian Barreto, Zoltan Berta, Kevin Bloom, Mark Boulter, Robert Clementson, Terry Collister, Bernie Culbert, Gus Dannoun, Sidoni De Silva, Greg Evans, Paul Ferrabetta, Margaret Gjedsted, Walter Greig, Robert Hill, Robyn Elizabeth Jensen, Roy Johnston, Marie Jones, Joshua Jusuf, Peter Kalamaras, Sian Kennedy, Frank Keszler, Rad Koloc, Kathy Lee, Rodney Lester, Leon Lindley, Natalie Malloy, Brett Meaney, Sue Mooney, Tom Morris, John Morton, Roberta Muir, Louise Nock, Carl Norman, Helen O'Connor, Damien O'Malveney, Michael O'Malveney, Nick Paton, Graeme Poole, Raymond Pratt, Rod Ringland, Joe Rotondo, Moiz Sadikot, Bryan Skepper, Diana Thomson, Grahame Turk, Ian Turnbull, Stephen Westaway, Cho Woo, Chris Woodward, Lucas Woolford

SYDNEY FISH MARKET ENTERPRISE AGREEMENT 2005

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Whereas:

1. Title of the Agreement

This Agreement will be known as the Sydney Fish Market Enterprise Agreement 2005.

2. Parties to the Agreement

The Enterprise Agreement is made in accordance with the provisions of the Industrial Relations Act 1996.

This Agreement was negotiated by Sydney Fish Market Pty Ltd and the Employee Representatives.

3. Period of Operation

This Agreement shall come into operation from the beginning of the first pay period on or after the date of approval of the Agreement, and shall remain in force for a period of two (2) years.

4. Duress

This agreement was not entered into under duress by any party to it.

5. Definitions

Act means the *Industrial Relations Act* (NSW) 1996.

Agreement means this Enterprise Agreement.

Base Salary Rate means the Total Remuneration minus superannuation benefits, allowances and any other fringe benefits agreed with the Employee.

Casual Employee means an Employee who is engaged and paid as such and who is engaged to work the hours requested by the Company.

Company means Sydney Fish Market Pty Ltd (the Company).

Company's Evaluation System means the job evaluation system in place at the time of approval of the Enterprise Agreement or other similar system adopted by the Company in consultation with the Employee representatives elected by the Employees for the purpose of signing this Agreement.

Development Learning means an Employee who is receiving training on how to perform the duties and responsibilities of a position.

Employee means any person employed by the Company who during the term of this Agreement occupies one of the positions described in the Schedule to this Agreement as well as any other new positions that may be created during the term of the Agreement.

Employee Representatives means the Employees elected by the Employees to negotiate and sign this Agreement on their behalf.

Four-week period means one of 13 four-week periods into which each year will be divided as determined by the Company.

Full-time Employee means a Permanent Employee engaged to work 152 hours per four-week period in accordance with Clause 12.

Job Evaluation means an evaluation of the requirements of a position by a Job Evaluator under the Company's job evaluation system.

Job Evaluator means an appropriately trained job evaluator appointed by the Company.

Normal Hourly Rate of Pay means the hourly rate of pay (rounded to the nearest cent) calculated for the relevant Employee according to the following formula:

$$\text{Normal Hourly Rate of Pay} = \frac{\text{Base Salary Rate}}{365.25 \text{ days}} \times \frac{14 \text{ days}}{\text{Standard hours per fortnight}}$$

Part-time Employee means an Employee engaged to work less than 152 hours in a four-week period.

Policies and Procedures means the Company's policies and procedures applicable from time to time.

Performance Review and Development System means the process of performance appraisal in accordance with the Company's Performance Review and Development policy.

Reference Rate has the same meaning as described in the Company's Superannuation policy.

Sunday Shift means a shift that requires an Employee to work the major portion (ie greater than 50%) of the shift on a Sunday.

Total Remuneration to an Employee means the Base Salary Rate plus superannuation, allowances and any other fringe benefits agreed with the Employee.

6. Purpose and Scope

6.1 Goals

This Agreement will support the establishment of an environment where all Employees work together to achieve the corporate goals of the Company, thereby securing positive outcomes for the Company, its Employees and customers.

A copy of the Company's goals will be displayed prominently throughout the workplace.

6.2 Values

The parties are committed to the following Values as a means of achieving the goals:

- Mutual respect and trust in our working relationships
- An environment in which our Employees are encouraged to achieve their potential
- Excellence in customer service
- The power of teamwork
- The importance of ethical behaviour
- A sense of urgency
- Consistent communication that is always honest and transparent
- Continuous improvement, development and learning
- Individual ownership of Company decisions and actions
- Commercially sustainable environmental practices
- A safe environment for our Employees and customers

6.3 Information Sharing/Communication

The parties agree to work together to develop and maintain a two-way flow of information. The Company will share the following information:

- I. The Company's strategic direction, corporate goals and the role of each Employee in achieving the goals
- II. Current performance in achieving the above. These will be communicated to Employees by way of each Employee receiving a copy of the annual report and periodic presentations by Management.

7. Parties Bound

The parties to this Agreement are the Company and all Employees from time to time employed by the Company in the classifications listed in the Schedule to this Agreement.

This Agreement is a stand-alone Agreement that wholly regulates the terms and conditions of employment of the Company's Employees and supersedes and prevails over the provisions of all previous Industrial Instruments.

8. Types of Employment

An Employee shall be employed as one of the following:

- I. Full-time Employee
- II. Part-time Employee
- III. Casual Employee employed on an hour by hour basis

8.1 Part-time Employee

A part-time Employee shall be paid the Total Remuneration for the position on a pro rata basis together with leave entitlements on a pro rata basis

8.2 Casual Employee

A casual Employee shall be paid the minimum Total Remuneration for the work performed plus a loading of 15% to compensate for leave entitlements

9. Policies and Procedures

A range of employment related matters may be regulated by Company policies and procedures. These Policies and Procedures may change, as the Company considers necessary, following consultation with the Employee Representatives. Employees agree to be bound by and comply with these Policies and Procedures.

10. Code of Conduct

All Employees will comply with the Company's Code of Conduct, which establishes minimum standards of behaviour expected of Employees. The Code of Conduct provides a guide to solving ethical and behavioural issues that may arise from time to time. If the Code does not provide sufficient help or information, Employees should consult their supervisor or other senior officer.

11. Consultation

The parties agree to:

- I. Develop a strong customer focus in the Company team
- II. Place a strong emphasis on teamwork and cooperative work relationships, involving all Employees
- III. Identify learning needs according to goals and make recommendations to meet those needs

12. Hours of Work

- I. Ordinary hours of work for a Full-time Employee shall be 152 hours per Four-week period, ordinarily worked five days per week, Monday to Friday [or Sunday to Thursday for afternoon shift] to be worked in such shifts and at such times as the Company may require provided that the maximum length of any one shift must not exceed 12 hours.

- II. Ordinary hours of work for a Part-time Employee shall be worked in such shifts and at such times as the Company may require provided that the maximum length of any one shift must not exceed 12 hours.
- III. Hours of work will be so arranged that Employees have a minimum of ten consecutive hours off duty between the work of successive shifts.
- IV. Where critical changed family circumstances require variation to these arrangements, the Employee may apply to vary roster arrangements. The Company may, at its sole discretion and subject to the needs of the business, approve variations to roster arrangements having regard to the Employee's circumstances.

13. Salaries

- I. The Total Remuneration payable for each position shall be no less than the minimum Total Remuneration set out in the Schedule to this Agreement.
- II. With effect from 1 July each year, the Company shall undertake a Job Evaluation of each position and based on the advice of the Job Evaluator, adjust the minimum Total Remuneration for each position. In undertaking the Job Evaluation, the Job Evaluator will take into account:
 - Duties of the position
 - Responsibilities
 - Skills required
 - The hours of duty and where the work is performed
 - Other matters as the Job Evaluator considers appropriate including market movement
- III. The Company may determine a Total Remuneration for an Employee above the applicable minimum Total Remuneration level in the Schedule to this Agreement, having regard to:
 - Qualifications and experience of the individual concerned
 - Work performance of the Employee as assessed under the Company's Performance Review and Development System in accordance with Clause 15
 - Any additional skills acquired and used by an Employee that are of benefit to the Company
 - The Company's Remuneration Policy
- IV. The Company shall review the Total Remuneration of each Employee with effect from 1 July each year. Any increment to Total Remuneration of each Employee will be based on the outcome of the Job Evaluation under Sub-clause II of this Clause plus the matters detailed in Sub-clause III of this Clause. Any increment under this Clause shall be paid as soon as practicable after 1 July 2004.
- V. Employees who are required to work on a Sunday Shift for continuous periods in excess of four weeks shall receive an allowance equivalent to 1.9% of their Total Remuneration.
- VI. Salaries and all other monetary benefits shall be paid fortnightly to Employees by way of EFT to an account with a financial institution, details of which are to be provided to the Company in writing by the Employee.

14. Job Evaluation

- I. In addition to any Job Evaluation conducted under Clause 13 II, the Company may conduct an evaluation of any position:
 - upon a vacancy occurring in that position, or

upon the creation of a new position not included in the Schedule, or
upon any significant change to the duties or responsibilities of a position, or
at the request of an Employee

- II. The Company will inform Employees of the method used to undertake the evaluation and any applicable market salary survey information.

15. Performance Review and Development System

- I. Each Employee shall have their performance reviewed in accordance with the Company's Performance Review and Development System.
- II. These reviews will help Employees focus on the Company's goals by developing individual and team objectives linked to the Company's Corporate Plan.
- III. The reviews acknowledge, develop and reward individual performance including reward for outstanding performance; identify development and training plans; provide an opportunity for Employee input; and promote team work, customer service and other values and attributes which are important to the Company's success and Employee satisfaction and development.
- IV. Where the Company has concerns about the conduct or performance of an Employee, that Employee will be subject to a formal counselling procedure before termination can take place in accordance with the Company's Discipline and Termination Policy and procedures.

16. Superannuation

The Company shall pay superannuation contributions on behalf of the Employees in accordance with the *Superannuation Guarantee (Charge) Act*.

Employees shall be entitled to make such additional superannuation contributions as provided in the Company's superannuation policy.

17. Overtime/Time in Lieu

- I. An Employee (other than a casual) directed by his or her Manager or Supervisor to work in excess of 152 hours or in excess of 20 days in a 4-week period shall be paid for each day in excess of their normal weekly roster, or alternatively shall be paid for each hour in excess of 152 hours in any 4-week cycle at 150% of the Employee's normal hourly rate.
- II. For an Employee whose attendance is not recorded by time clock, the minimum amount of overtime to be worked before overtime or time in lieu is accrued is one hour in each instance.
- III. With the approval of the Company, time off in lieu of overtime hours worked (calculated at the end of each 4-week period) may be taken in lieu of payment under paragraphs (I) and (II) of this clause.
- IV. For hours worked as directed in excess of 152 hours in a 4-week period, or for days worked in excess of their normal weekly roster, time in lieu will accrue at the rate of 1.5 hours for each additional hour worked.

There will be no limit on the amount of time in lieu that can be accumulated, but such time off shall be taken within six months of first accumulation.

- V. An Employee whose Total Remuneration is greater than \$58,000 per annum (as indexed annually by the percentage movement in the CPI for Sydney all groups) will not receive overtime payments for hours in excess of 152 hours per 4-week period unless determined by the Company. However, any additional hours may be considered for time off in lieu as per sub-clause (IV) of this clause.

18. Higher Graded Work

An Employee who is appointed by the Company to act in and perform the duties of a higher position for more than one (1) day will be paid an allowance for the period of acting in the higher position. The allowance is to be a proportion of the difference between the Employee's Total Remuneration and the Minimum Total Remuneration applicable to the higher position. In each instance the Company will determine the proportion paid, having regard to the Employee's performance of the higher duties and the period concerned.

An Employee undertaking Developmental Learning shall not receive additional monies.

19. Meal Breaks

Employees are entitled to a meal break of 30 minutes to be taken at such times as may be reasonably directed by a supervisor, provided that meal breaks will generally be taken no later than 5 hours after starting. They will not count as time worked.

20. Public Holidays

Employees (except Casual Employees) are entitled to public holidays as proclaimed from time to time in accordance with the New South Wales legislation, as paid time off. Part-time Employees will be paid for all declared public holidays (including those falling on a day when not rostered for work but excluding weekends) on a pro-rata basis in proportion to the normal ordinary hours worked by full-time Employees.

Employees (including Casual Employees) will be paid for all time worked on public holidays

- I. Where an alternate day has been given off in lieu of the public holiday, at the rate of 150% of the Employee's Normal Hourly Rate of Pay; or
- II. Where an alternate day has not been given off in lieu of the public holiday at the rate of 250% of the Employee's Normal Hourly Rate of Pay.

21. Annual Leave

Annual Leave entitlements are in accordance with the Annual Holidays Act 1944 excepting that Annual Leave accrues pro rata at the rate of five (5) days per calendar quarter and may be taken upon becoming due, by agreement between the Company and the Employee concerned.

- I. An Employee's annual leave accrual must not exceed thirty (30) days unless prior written approval is granted by the Company to take it later.
- II. Upon resignation, retirement or termination of services an Employee who has acquired a right to annual leave will be paid the monetary value of that leave due.
- III. No annual leave loading is payable.
- IV. An Employee who falls sick before commencing annual leave may cancel such leave and claim sick leave provided -
 - (a) the Employee has entitlements to sick leave
 - (b) an appropriate medical certificate is provided
 - (c) the leave is cancelled on or before the last working day before commencing the proposed annual leave

22. Sick Leave

- I. Except where an Employee is absent from work and in receipt of benefits pursuant to the Workplace Injury and Workers Compensation Act 1998, an Employee who satisfies the Company that they are

unable to perform their duties by reason of personal illness or incapacity is entitled to up to 15 days paid sick leave per year. Provided that, during the first year of employment sick leave may be granted only up to a maximum of five (5) days in the first four months and a total of ten (10) days in the first eight months.

- II. Unused entitlements are cumulative but not payable on retirement or resignation, termination, redundancy or death.
- III. An Employee who is absent from duty because of illness will report their absence by telephone as early as possible, but no later than one hour before normal commencing time. The Company may refuse to grant paid leave if an Employee does not report their absence at least one hour before normal commencing time.
- IV. An Employee who is absent for two consecutive days on account of illness will be required to produce a medical certificate in support of an application for sick leave. However, an Employee may be required to produce a medical certificate for absences of less than two days.
- V. In exceptional circumstances the Company at its discretion may grant Employees additional sick leave.
- VI. There is no entitlement to sick leave for an Employee under this Clause in respect of any period which coincides with any other period of entitlement to leave under this Agreement.

23. Personal/Carer's Leave

23.1 Use of Sick Leave

- I. An Employee, other than a casual Employee, with responsibilities in relation to a class of person set out in (III)(b) below who needs the Employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement provided for at Clause 22 - Sick Leave, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.
- II. The Employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances an Employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- III. The entitlement to use sick leave in accordance with this subclause is subject to:
 - (a) the Employee being responsible for the care and support of the person concerned; and
 - (b) the person concerned being:
 - (i) a spouse of the Employee; or
 - (ii) a de facto spouse of the opposite sex to the Employee who lives with the Employee as their husband or wife on a bona fide domestic basis; or
 - (iii) a same-sex partner who lives with the Employee as the de facto partner of that Employee on a bona fide domestic basis; or
 - (iv) A child or an adult child (including an adopted child, stepchild, foster child, or ex-nuptial child), parent (including a foster parent or legal guardian), grandparent, grandchild or sibling of the Employee; or
 - (v) a relative of the Employee who is a member of the same household where, for the purposes of this paragraph:

relative means a person related by blood, marriage or affinity;

affinity means a relationship that one spouse because of marriage has to blood relatives of the other; and

household means a family group living in the same domestic dwelling.

- IV. An Employee shall, wherever practicable, give the Company notice, prior to the absence, of the intention to take leave, the name of the person requiring care and their relationship to the Employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the Employee to give prior notice of absence, the Employee shall notify the Company by telephone of such absence at the first opportunity, on the day of absence.

23.2 Unpaid Leave for Family Purposes

An Employee may elect, with the consent of the Company, to take leave without pay pursuant to Clause 26 of this Agreement for the purpose of providing care and support to a member of a class of person set out in 23.1 III. (b) above who is ill.

24. Bereavement Leave

- I. An Employee shall, on the death within Australia of a wife, husband, (including a de facto or same sex partner who lives with the Employee as the partner of that Employee on a bona fide domestic basis), father, mother, brother, sister, child or stepchild, parent-in-law, grandchild or grandparent of the Employee, be entitled on notice to leave up to and including the day of the funeral of such relation, and such leave shall be without deduction from pay for a period not exceeding the number of hours worked by the Employee in two ordinary days' work.
- II. The right to such paid leave shall be dependent on compliance with the following conditions:
 - (a) Proof of such death shall be furnished by the Employee to the satisfaction of the Company.
 - (b) The Employee shall not be entitled to leave under this clause in respect of any period, which coincides with any other period of entitlement to leave under this Agreement.
- III. Where an Employee travels overseas to attend a funeral in such a situation he/she shall be entitled to 2 additional days' paid leave.
- IV. Bereavement leave may be taken in conjunction with other leave available under this Agreement. In determining such a request the employer will give special consideration to the circumstances of the employee and the reasonable operational requirements of the business.

25. Long Service Leave

- I. An Employee is entitled to credits for long service leave after completion of service as set out below:
 - (a) After 10 years' service, two (2) months leave on full pay; and
 - (b) For service beyond 10 years, to additional leave calculated on the basis of two (2) weeks on full pay for each year of service.
- II. Long Service leave may be taken only at times mutually agreed between the Employee and the Company.
- III. An Employee who has acquired long service leave will upon the termination of the Employee's services be paid in lieu of such leave the monetary value thereof at the rate of the Employee's salary at the date of termination.
- IV. If the services of an Employee with at least five (5) years' service and less than ten (10) years' service are terminated, either by the Company for any reason other than the Employee's serious and wilful misconduct or by the Employee on account of illness, incapacity or domestic or other pressing necessity,

the Employee is entitled to payment of a proportionate amount on the basis of two months' leave for 10 years of service based on completed years and months of service of the Employee.

26. Leave Without Pay

- I. The Company may grant leave without pay in conjunction with periods of long service leave and also in other appropriate circumstances.
- II. Days taken as leave without pay will not be counted for the purposes of calculating entitlements for Sick Leave, Bereavement Leave or Other Leave granted under Clause 27 of this Agreement.

27. Other Leave

The Company may at its discretion grant other paid leave up to 5 working days in any period of two years (limit of 2.5 days in first year of service) in the following circumstances:

- I. In the case of an emergency or pressing necessity which has arisen outside the Employee's control (eg natural disaster)
- II. For the purpose of study (eg examination or preparation for examination) for a course determined by the Company to be relevant to the Employee's duties and responsibilities (other than approved training courses paid for by the Company)
- III. Other circumstances approved by the Managing Director.

28. Jury Service

Employees who are required to attend for jury service during their ordinary working hours shall be reimbursed by the Company an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount of remuneration they would have received in respect of the ordinary time they would have worked had they not been on jury service.

Employees shall notify their Company as soon as possible of the date upon which they are required to attend for jury service. Further, Employees shall give the Company proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

29. Travelling Expenses

Where an Employee is required to arrive at work or depart work at a time outside their normal working hours and their normal mode of transport is not available or there is a safety issue, the Company will reimburse the cost of a taxi to their home or the nearest safe point of access to public transport.

30. Parking on Site

Each Employee will be provided with on-site parking free of charge in areas as directed by the Company for one private vehicle per day (whether a working day or not).

Where Government levies and taxes are imposed on the parking of private vehicles, the Company will make such payments to the respective agencies.

31. Protective Clothing

To help ensure that Employees are provided with a safe working environment, the Company will provide, where necessary, protective clothing and equipment free of charge, which will be replaced on a needs basis.

Employees will be required to wear protective clothing supplied.

32. First Aid Officers

Adequate first aid equipment will be provided, maintained and placed under the control of an Employee of the Company possessing the necessary first aid qualifications. The Employee or Employees so appointed will be trained for that responsibility and will be paid an additional salary or allowance in respect of that position at the rate of \$480 per annum, indexed annually by the percentage movement in the CPI for Sydney all groups.

33. Termination

Employment of an Employee (excepting a Casual Employee) may be terminated by the Company (either by notice or pay in lieu of notice) or the Employee (excepting a Casual Employee) as follows:

Schedule of Notice

Length of Continuous Service	Employee under 45 years of age	Employee over 45 years of age
Not more than 1 year	1 week	2 weeks
More than 1 year but not more than 3 years	2 weeks	3 weeks
More than 3 years but not more than 5 years	3 weeks	4 weeks
More than 5 years	4 weeks	5 weeks

If an Employee fails to give the applicable notice, the Employee shall be liable to the forfeiture of pay equivalent to such notice.

In the case of misconduct or gross neglect of duty justifying instant dismissal, an Employee may be dismissed summarily, without notice or any payment in lieu of notice under this Clause.

A Casual Employee may be terminated on one hour's notice or payment in lieu.

34. Grievance and Dispute Resolution

All parties are committed to resolving issues in accordance with the following procedure and continuing to provide service to our customers without interruption or delay.

The parties shall observe the following procedure:

- I. When dispute arises at the workplace in connection with
 - (a) grievances of an individual Employee, or
 - (b) questions, disputes or difficulties arising under this Agreementthe Employee concerned will take the matter up with their supervisor.
- II. The supervisor is to be given the opportunity to investigate the matter and provide a response to the grievance or dispute. The supervisor will advise the Employee(s) concerned of a reasonable time by which an answer will be provided and endeavour to resolve the grievance or dispute within 24 hours. If an extension beyond 24 hours is necessary, the supervisor will inform the Employee of additional time needed.
- III. If the grievance or dispute is not resolved between the Employee(s) and the supervisor, or where the matter is of such a nature that direct discussion between the Employee(s) and the supervisor would not be appropriate, the Employee(s) will take the matter up with the Administration Manager or the Payroll Officer/Return to Work Coordinator who will raise the matter with the Administration Manager or Managing Director.
- IV. If the grievance or dispute has not been settled by the supervisor or Administration Manager within an agreed reasonable period, or if any party so requests, the matter will be discussed as soon as practicable between representatives of the Employee(s) and the Managing Director.

- V. At the conclusion of this procedure, the Company must provide a response to the Employee's/Employees' grievance. If the matter has not been resolved, the response should detail reasons for not implementing any proposed remedy.
- VI. If the grievance or dispute remains unresolved the parties agree that:
 - (a) the matter may be referred to an appropriate mediator, as may be agreed between the parties, for private mediation; and if mediation fails, or if a party does not agree to mediation of the unresolved dispute or grievance;
 - (b) the Industrial Relations Commission of New South Wales may be notified by either party as required by the Industrial Relations Act 1996 (NSW) for resolution of the dispute or grievance. All recommendations, orders and/or directions of the Industrial Relations Commission of New South Wales will be observed by the parties subject to the industrial rights of the parties.
- VII. It is a condition of this Agreement that the procedures will be followed and that normal work will continue during any such procedure.
- VIII. The parties in resolving a grievance or dispute agree that an Employee will not be required to be placed in a unsafe environment at the workplace; that redeployment of work will occur where possible; and that work will continue normally.

35. Anti-Discrimination

It is the intention of the parties to this Agreement to seek to achieve the object in s 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.

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.

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.

Nothing in this clause is to be taken to affect:

- I. any conduct or act which is specifically exempted from anti-discrimination legislation;
- II. offering or providing junior rates of pay to persons under 21 years of age;
- III. any act or practice of a body established to propagate religion which is exempted under s 56(d) of the *Anti-Discrimination Act 1977*;
- IV. a party to this Agreement from pursuing matters of unlawful discrimination in any State or federal jurisdiction.

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.

36. Redundancy

36.1 Voluntary Redundancy

Where positions are no longer required, the Company may invite Employees to volunteer for redundancy. If an acceptance is received within two weeks of the offer being made, the following severance payments will be paid:

Less than 1 year's service	2 weeks pay
1 year but less than 2 years' service	4 weeks pay
2 years but less than 3 years' service	6 weeks pay
3 years' service or more	8 weeks pay

This incentive package is in addition to the retrenchment package under 36.2 below.

The Company shall have the right (based on the needs of the business) to refuse to accept an application for voluntary redundancy.

36.2 Retrenchment

Where a position is no longer required, the Company may declare the position excess and, if an offer of voluntary redundancy is not accepted, the Employee in that position will be retrenched with the following payments -

- I. Notice in accordance with clause 33, plus
- II. Severance pay calculated in accordance with the schedule (detailed below) or at the rate of two (2) weeks per year of continuous service up to a maximum of 26 weeks, whichever is the greater, plus
- III. The benefit allowable as a contributor to the Sydney Fish Market Superannuation Scheme, plus
- IV. Payment of accrued annual leave and long service leave.

Severance Payment Schedule

Length of Continuous Service	Employee Under 45 years of age	Employee Over 45 years of age
Less than 1 year	Nil	Nil
1 year or more but less than 2 yrs	4 weeks pay	5 weeks pay
2 years or more but less than 3 yrs	7 weeks pay	8.75 weeks pay
3 years or more but less than 4 yrs	10 weeks pay	12.5 weeks pay
4 years or more but less than 5 yrs	12 weeks pay	15 weeks pay
5 years or more but less than 6 yrs	14 weeks pay	17.5 weeks pay
6 years or more	16 weeks pay	20 weeks pay

37. Outplacement

In the event of staff redundancies, the Company will make available outplacement services for a period not exceeding 3 months as appropriate to the circumstances.

38. Binding on Successors

This Enterprise Agreement is binding on each successor to the Company.

39. Signatories to the Agreement

Sydney Fish Market Pty Ltd and the Employee Representatives declare that the Agreement is the outcome of negotiations freely entered into by the parties and that the Agreement was not signed by either party under duress.

Grahame Turk
Managing Director

Bryan Skepper
Administration Manager

Sue Mooney
Employee Representative

Mark Boulter
Employee Representative

Greg Evans
Employee Representative

Schedule to Enterprise Agreement

Position	Minimum Total Remuneration
Senior Analyst/Programmer	\$77,700
Snr Financial Accountant	\$75,860
Manager reporting to Managing Director	\$71,800
Quality, Safety and Environmental Manager	\$70,875
Analyst/Programmer	\$65,144
Afternoon Shift Supervisor	\$61,470
Business Development Executive	\$61,470
Day Shift Supervisor	\$61,470
Night Shift Supervisor	\$61,470
Accounts Supervisor	\$58,000
Credit Manager	\$58,000
Personal Assistant to Managing Director	\$58,000
Public Relations Executive	\$58,000
Assistant Shift Supervisor	\$52,470
Auctioneer	\$52,470
Crate Yard Supervisor	\$52,470
Data Entry Supervisor	\$52,470
Engineer	\$52,470
Executive Assistant to Supply Manager	\$52,470

Internet Sales Coordinator	\$52,470
Network Administrator/Help Desk	\$52,470
QA Officer	\$52,470
Market Floor Operator Level 5 (Night Shift)1	\$47,912
Cashier	\$45,630
Market Floor Operator Level 5 (Afternoon and Day Shift)	\$45,630
Payroll Clerk	\$45,630
Supplier Account Services	\$45,630
Market Floor Operator Level 3 and 4 (Night Shift) 1	\$43,764
Administration Secretary	\$41,680
Executive Assistant to SSS Manager	\$41,680
Market Floor Operator Level 3 and 4 (Afternoon and Day Shift)	\$41,680
Market Floor Operator Level 2 (Night Shift) 1	\$40,152
Market Floor Operator Level 1(Night Shift) 1	\$38,903
Market Floor Operator Level 2 (Afternoon and Day Shift)	\$38,240
Marketing Assistant	\$38,240
SSS Administrative Assistant	\$38,240
Market Floor Operator Level 1(Afternoon and Day Shift)	\$37,050
Office Assistant	\$37,050
Receptionist	\$37,050

1 Night Shift means an Employee who starts work after 8.00 pm and before 4.00 am.