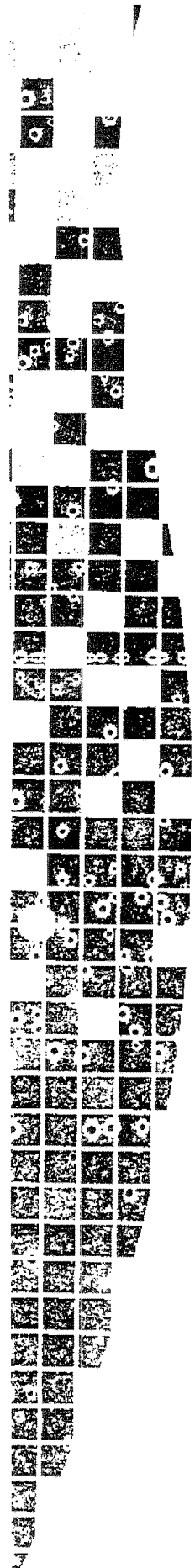


OCEAN MASTER[®]

S E A F O O D

OCEAN MASTER ACT & NSW Australian Workplace Agreement



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OCEAN MASTER AUSTRALIAN WORKPLACE AGREEMENT (AWA)

This is an Australian workplace agreement as provided by Part VID of the Workplace Relations Act 1996.

1. Title:

This agreement shall be known as the **OCEAN MASTER** Australian workplace agreement

2. Contents:

Clause	Subject matter	Page
1	Title	2
2	Contents	2
3	Parties Bound	3
4	Intent	3
5	Period of operation	3
6	Relationship to company Policies and Procedures	3
7	Confidentiality	4
8	Probation	4
9	Duty of responsibility	4
10	Hours of work /type of employment Full-time employees	5
10 a.	Hours of work /type of employment Part-time employees	5
10 b.	Rest periods and meal breaks	6
11	Performance bonus scheme	6
12	Full-time pay rates table	7
13	Part-time pay rates table	7
14	Performance and crew levels	8
15	Ocean Master store crew structure	9
16	Uniforms	10
17	Leave Provisions: NSW employees	10
17 a.	Leave Provisions: ACT employees	11
18	Transfers	11
19	Variations	11
20	Stand Downs	11
21	Disciplinary Procedures / Termination of employment	12
22	Family friendly provision	13
23	Anti - Discrimination	13
24	Dispute resolution procedure	14
25	Traineeship rates table	15
26	Signatories	16

3. Parties to the AWA:

This agreement is made:

Between (“the employer”)

Trading as **OCEAN MASTER**

Situated at(store locations)

AND (“the employee”)

of (address)

4. Intent:

This Australian workplace agreement (AWA) shall form the complete AWA, covering all terms and conditions of employment. It shall operate to the exclusion of any and all other agreements or awards, such as the Retail / Wholesale industry / Shop Employees ACT award.

And /or the Shop Employees (State) Award for NSW employees.

5. Period of Operation:

For Existing Employees:

This agreement shall take effect as of the day after the approval notice is issued by the Employment Advocate and expire 3 years after the date of signing the AWA.

For New Employees:

Where the AWA applies to a new employee and is signed on or before the day the employee starts, the AWA operates from commencement of employment, pending approval and expire 3 years after the date of signing the AWA.

After the expiry date, this agreement shall remain in effect until it is replaced by a new agreement or either party (after giving two days written notice to the other party) files a termination notice with the Employment Advocate.

6. Relationship to Company Policies and Procedures:

This agreement is supported by policies and procedures determined by the Company from time to time. These policies and procedures will not reduce your substantive entitlements contained in this agreement but provide guidelines for the fair and efficient administration of the employment relationship.

7. Confidential information:

You must not reveal or use, either for your own benefit or anyone else's, any confidential information which you may acquire during your employment.

Confidential information refers to any information (written or oral) not publicly available.

This obligation will still apply to you after your employment with **OCEAN MASTER** has ended.

Confidential information means any information about the business or products of

OCEAN MASTER including technical or policy manuals, designs for technical drawings, computer software and programs, know-how, ideas, diagrams, tables, marketing and sales procedures, pricing, accounting techniques and intellectual property not in the public domain.

8. Probation:

All new employees are initially engaged on the basis of a three month probation period.

During the probation period the employer or the employee has the right to terminate the employment for any reason without explanation and without any repercussions.

The purpose of the probationary period is to enable the employee and the employer to ascertain their suitability and capability to work together.

At the successful completion of the three month probationary period the employee will become eligible for permanent employment.

The employer and the employee may terminate the employment relationship at any time during the probationary period by giving one day's notice.

09. Duty Responsibility:

The Employee will diligently and faithfully perform all the duties and responsibilities of their employment in accordance with the Position Description contained in the **OCEAN MASTER** manuals and such other duties as may reasonably be required by **OCEAN MASTER** from time to time.

The Employee undertakes:

- To devote the whole of the Employee's working time and attention and use the employee's best endeavours to further the development, reputation and business of **OCEAN MASTER**.
- To observe all lawful directions, orders, instructions and policies of **OCEAN MASTER** as may vary from time to time.
- Not to be directly or indirectly involved or engaged in work for or provide services to any other company, business or individual, whether paid or otherwise, which may in any way conflict with the interests of **OCEAN MASTER**, unless otherwise agreed in writing.

10. Hours of Work / Type of Employment for Full-time employees

Full-time employees (including employees who sign up on a traineeship)

Full-time employees will be required to work 40 hours per week between the hours of 9am and 9pm Monday to Sunday.

Full-time employees will be engaged for a minimum of 3 hours and a maximum of 10 hours per shift.

All hours worked outside this span of hours, will be considered overtime and will be paid at time and half.

Weekend Hours

Full-time employees may work a maximum of 10 Saturdays and 10 Sundays per annum.

They may be worked as individual days or as both days on any given weekend.

A maximum of 8 hours is to be worked per weekend shift

The employer agrees to take into account family responsibilities and preferences of employees when drafting rosters.

The employee must, at all times, be punctual and prepared to commence work at the rostered starting time in order to provide quality service as outlined in the **OCEAN MASTER** company manuals.

Public Holidays

Full-time crew may work a maximum of 7 public holidays per annum.

A maximum of 8 hours may be worked per public holiday.

These public holidays are paid at time and a half.

Any additional public holidays worked will be paid at the rate of double time.

Meal Allowance

Full time crew who are at **crew level 3** and higher will be entitled to free meals to the value of \$10.00 per day.

Free meals are to be taken only during the unpaid meal break and cannot be accumulated or transferred to another party.

10 a. Hours of Work / Type of Employment for Part-time employees

Part-time employees (including employees who sign up on a traineeship)

Part-time employees will be required to work up to 20 hours per week between the hours of 9am and 9pm Monday to Sunday.

Part-time employees will be engaged for a minimum of 2.5 hours and a maximum of 10 hours per shift on weekdays.

Weekend Hours

Part-time employees may work a maximum of 30 Saturdays and 30 Sundays per year.

They may be worked as individual days or as both days on any given weekend.

A maximum of 6 hours is to be worked per weekend shift

The employer agrees to take into account family responsibilities and preferences of employees when drafting rosters.

The employee must, at all times, be punctual and prepared to commence work at the rostered starting time in order to provide quality service as outlined in the **OCEAN MASTER** company manuals.

Public Holidays

Part-time crew may work a maximum of 7 public holidays per annum.

A maximum of 8 hours may be worked per public holiday.

These public holidays are paid at time and a half.

Any additional public holidays worked will be paid at the rate of double time.

Meal Allowance

All part time crew who are at **crew level 3** and higher who work in excess of 6 hours on any one day will be entitled to a free meal to the value of \$10.00 on that day.

Free meals are to be taken only during the unpaid meal break and cannot be accumulated or transferred to another party.

10 b. Rest periods and meal breaks

Rest Periods

Employees shall receive a paid rest period of 10 minutes duration for each five hours worked during any one shift.

Meal breaks

Employees shall be entitled to an unpaid meal break of between 30 minutes and 1 hour duration when employed for more than five continuous hours.

Such breaks shall be taken at a time directed by the employer provided that no meal break is taken in the first hour or the last hour of the shift.

11. OCEAN MASTER Performance Bonus Scheme

OCEAN MASTER has a performance bonus scheme in place that rewards crew members who achieve excellence in reliability and performance.

The crew member is rewarded with hourly pay increases based on a performance assessment.

Every two weeks, the store manager will assess the performance of the staff member.

This rating attained is displayed in the store on the Crew Proficiency chart.

When an excellent proficiency rating is achieved in a practical evaluation on a particular work station, the crew member is then invited to complete a written assessment for this specific station.

An achievement of 95% or over in the written assessment entitles the crew member to an excellent rating on that station and the crew member rating moves up one level.

All answers to questions in the written assessment are contained in the relevant station manual issued when training commences on these stations.

Only when the assessment has been completed and success achieved, will the crew member be entitled to a higher hourly pay rate as outlined in this agreement.

Indicative time frame in which an employee can reasonably expect to remain at, and to move between the crew levels is indicated below.

New recruit will take approximately 6 weeks to reach level "1"

Level "1" crew will take approximately 6 weeks to reach level "2"

Level "2" crew will take approximately 6 weeks to reach level "3"

Level "3" crew will take approximately 6 weeks to reach level "4"

Level "4" crew will take approximately 12 weeks to reach level "5"

Level "5" crew will take approximately 12 weeks to reach level "6"

Note: All new recruits will be paid the rate at level "1", i.e. a total of 12 weeks

12.

Full time Per 40 Hour week crew wages table

ACT & NSW

In conjunction with OCEAN MASTER training and incentive program

Crew Level	Under 16 years	16 years	17 Years	18 Years	19 Years	20 Years	21 Years and over
1	165	200	245	289	330	370	435
2	173	208	253	308	338	380	450
3	181	216	261	316	346	390	465
4	189	224	269	340	370	420	480
5	197	232	277	360	390	440	495
6	220	280	320	390	450	517	571

13.

Part time Per Hour crew wages table including annual leave

ACT & NSW

In conjunction with OCEAN MASTER training and incentive program

Crew Level	Under 16 years	16 years	17 Years	18 Years	19 Years	20 Years	21 Years and over
1	5	6.1	7.2	8.4	9.2	10	11
2	5.2	6.3	7.7	8.6	9.4	10.4	11.5
3	5.4	6.5	7.9	8.8	10	11	12
4	5.6	6.9	8.1	9.2	10.5	11.2	12.5
5	5.8	7.5	8.5	10	11.5	12.5	13.5
6	6.4	8.1	9.1	10.6	12.1	13.1	14.1

14. Performance levels 1 to 6

New Crew member

A newly recruited crew member in **training** on at least **one** work station in the store

Crew at level "1"

A crew member who has fully qualified on "1" work station in the store

This level is achieved after a successful **practical** and **written** test rated at 95% or more on 1 (one) work station.

Crew at level "2"

A crew member who has fully qualified on "2" work stations in the store

This level is achieved after a successful practical and written test rated at 95% or more on 2 stations

Crew at level "3"

A crew member who has fully qualified on "3" work stations in the store

This level is achieved after a successful practical and written test rated at 95% or more on 3 stations

Crew at level "4"

A crew member who has fully qualified on "4" work stations in the store

This level is achieved after a successful practical and written test rated at 95% or more on 4 stations

Crew at level "5"

A crew member who has fully qualified on "5" work stations in the store

This level is achieved after a successful practical and written test rated at 95% or more on 5 stations

This is demonstrated by a successful **practical** and **written** assessment rating of more than 95% on 5 work stations.

Crew at level "6"

A crew member who has fully qualified on all "6" work stations in the store

This level is achieved after a successful practical and written test rated at 95% or more on 6 stations

16. Uniforms:

All employees are required to wear the complete **OCEAN MASTER** uniform.

This uniform is supplied by Ocean Master at a wholesale cost.

This uniform is to be paid for by the employee by way of deduction from the weekly pay.

Deductions will be made over the initial four week period of employment.

In the event where the employee returns the uniform after cessation of employment, Ocean Master may repurchase this item only if it is reusable..

17. Leave provisions: NSW EMPLOYEES

Annual leave Full-time employees

Full-time employees will be entitled to 4 weeks, paid annually at the end of each year's service.

Annual leave is not payable until the completion of the first twelve months service, although leave in exceptional cases may be granted in agreement with the management.

An annual leave loading of 17.5% will be paid on all paid leave taken after the completion of the twelve months service.

Annual leave taken in agreement prior to the completion of the twelve months' service will not attract the annual leave loading.

Unused annual leave is cumulative. All unused annual leave will be paid out at the ordinary rate on termination or resignation. No annual leave loading is payable on paid out annual leave.

Annual leave Part-time employees

No annual leave is payable for part-time employees. Annual leave has been included in the ordinary hourly rate of pay for part-time employees. Leave for part-time employees will be approved in agreement with the management.

Sick leave

Full-time employees will be entitled to 40 hours (5 days) of paid sick leave in the first year of service and 64 hours (8 days) for each year thereafter. Sick leave may be taken in part or full day periods.

Sick leave will become available after the first 6 months service

Sick leave is cumulative, but will not be paid out on termination or separation.

Part-time employees will be paid out sick leave on a pro-rata basis.

Sick leave is used by employees who are unable to attend work due to personal illness or injury.

Accrued sick leave may also be accessed by employees to care for sick or injured members of the employee's immediate family.

Proof of illness or injury must be presented by way of a doctor's certificate in order for sick leave to be paid out.

Parental leave

Parental leave, that is maternity, Paternity and adoption leave will be available according to the provisions of Part 6A, Division 5 of the work place relations Act 1996.

17 a. Leave provisions: ACT EMPLOYEES

Annual leave Full-time employees

Full-time employees will be entitled to 4 weeks, paid annually at the end of each year's service.

Annual leave does not become available until the completion of the first twelve months of service, although leave may be granted in agreement with the management.

An annual leave loading of 17.5% will be paid on all paid leave taken after the completion of the twelve months service.

Annual leave taken in agreement prior to the completion of the twelve months service will not attract the annual leave loading.

Unused annual leave is cumulative. All unused annual leave will be paid out at the ordinary rate on termination or resignation. No annual leave loading is payable on paid out annual leave.

Annual leave Part-time employees

No Annual leave is payable for part-time employees. Annual leave is included in the ordinary hourly rate of pay for part-time employees. Leave for part-time employees will be approved in agreement with the management.

Personal leave

Full-time employees will be entitled to 98.8 hours of personal leave in each year of service

From this entitlement, 76 hours may be taken as sick leave.

Sick leave may be taken in part or full day periods.

Sick leave will become available after the first 6 months service

Sick leave is cumulative, but will not be paid out on termination or cessation of employment.

Part-time employees will be paid out sick leave on a pro-rata basis.

Sick leave is used by employees who are unable to attend work due to personal illness or injury.

Accrued sick leave may also be accessed by employees to care for sick or injured members of the employee's immediate family.

Proof of illness or injury must be presented by way of a doctor's certificate in order for sick leave to be paid out.

Parental leave

Parental leave, that is maternity, Paternity and adoption leave will be available according to the provisions of

Part VIA, Division 5 of the work place relations Act 1996.

18. Transfer

With the mutual agreement of the employer and the employee, an employee may be required to work for the employer at a different outlet .

19. Variation

This agreement may only be amended or varied by written agreement signed by both parties.

20. Stand Down:

The employer shall have the right to deduct payment for any day that the employee cannot be usefully employed because of strike or disaster such as fire or earthquake or stoppage of work for which the employer cannot reasonably be held responsible.

21. Disciplinary Procedures / Termination of employment:

Where an act or omission of an employee relates to misconduct or poor performance (except in cases of serious misconduct where summary dismissal is warranted), a warning procedure by the employer will be instituted. The warning procedure is as follows:

First warning

A verbal warning will be given. The purpose of this step is to bring to the employee's attention any performance or discipline problem.

During a verbal warning, the employee will have the opportunity to discuss and comment on the issues raised. A written copy of the verbal warning will appear on the employee's personal file as a record of the conversation.

Second warning

This warning involves a formal meeting between the employer and employee about a discipline or performance concern. A written warning is then issued.

This step is appropriate for a more serious breach of work standards or rules and repeated breaches. The written warning shall address the following:

- A statement of a problem;
- Identify any rule which has been broken;
- Outline any consequences which may result from the breach or misconduct;
- The corrective action required of the employee;
- The proposed action by the employer if the employee's behavior does not improve;
- A reference to any previous verbal warning (s) and the date (s) of occurrence.

Third warning

This is a written warning or dismissal.

Dismissal is a step that is only taken when an employee has received a minimum of 2 previous warnings and a noticeable improvement has not resulted from the actions taken. It is also valid in a case where an employee commits a serious offense and no further warning is appropriate.

Termination

In the event of an intended termination of an employee, the employer shall give the following advance notice:

Period of continuous service	Period of notice
Less than 1 year	1 week
1 year but less than 2 years	2 weeks
3 years and up to the completion of 5 years	3 weeks
5 years and over	4 weeks

Payment in lieu of notice shall be made if the appropriate advance notice period is not given.

If the employee resigns from his position, the employee must give the employer 2 weeks notice. With the agreement of the employer this requirement can be waived.

22. Family friendly provision:

The employer is committed to helping employees manage their work and family commitments.

To this end the employer affirms that they will:

- ✓ Take into account the employee's family responsibilities in the preparation of the roster
- ✓ Recognise that it may not always be practical, and / or the employee's wish, to work overtime.
- ✓ Ensure that the employee is not under any obligation to work overtime.
- ✓ Be receptive to employee's requests to take leave during school holiday periods.

23. Anti - Discrimination:

The parties to this AWA agree that:

(a) it is their intention to achieve the principle 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) where an AWA is approved before 23 June 2000, the payment of junior rates of pay;

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.

24. 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 VII 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) the mediation was requested by either party and that mediation has been completed.

25. Traineeship rates table ACT & NSW

Full - time Traineeship Per 40 Hour Week rates

In conjunction with OCEAN MASTER training and incentive program. School Leave; Years 10,11,12

Crew Level	School leaver			Left School + 1 year			Left School + 2 years			Left School + 3 years			Left School + 4 years		Left School + 5 years
	Year 10	Year 11	Year 12	Year 10	Year 11	Year 12	Year 10	Year 11	Year 12	Year 10	Year 11	Year 12	Year 10	Year 11	Year 10
	1	171	205	239	205	239	275	239	275	323	275	323	368	323	368
2	179	213	247	213	247	283	247	283	331	283	331	376	331	376	376
3	187	221	255	221	255	291	255	291	339	291	339	384	339	384	384
4	195	229	263	229	263	299	263	299	347	299	347	392	347	392	392
5	203	237	271	237	271	307	271	307	355	307	355	400	355	400	400
6	211	245	279	245	279	315	279	315	363	315	363	408	363	408	408

26. Signatories to the agreement

Signed for and on behalf of the Employer

Date:

Name in Full (printed):

Position:

Witnessed by:

Witness name in full (printed):

Witness address:

Signed by the Employee

Date:

Name in full (printed):

Witnessed by:

Witness name in full (printed):

Witness address