

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA03/78

TITLE: Australian Radiata Pearl Oyster Farms Agreement 2003-2005

I.R.C. NO: IRC3/1324

DATE APPROVED/COMMENCEMENT: 8 April 2003/Commenced 25 March 2003.

TERM: 6 February 2005

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 23 May 2003

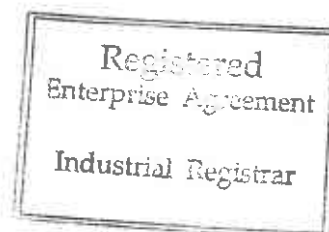
DATE TERMINATED:

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COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees of Australian Radiata Pty Ltd who fall within the coverage of the Oyster Farms, &c. (State) Award

PARTIES: Australian Radiata Pty Limited -&- The Australian Workers' Union, New South Wales



AUSTRALIAN RADIATA PEARL OYSTER FARMS

AGREEMENT 2003 - 2005

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TERM OF AGREEMENT

This agreement shall come into effect on 6 February 2003 and shall expire on 6 February 2005.

At least three months before the expiration of this document, the parties agree to start negotiations for a new agreement.

1. Title

This agreement shall be known as the "Australian Radiata Pearl Oyster Farms Agreement 2003 -2005"

2. Arrangement

Clause No.

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3. Application

This agreement shall apply to Australian Radiata in respect to employees employed under the following Award

- Oyster Farmers &c. (State) Consolidated Award
- This agreement shall be read in conjunction with the above award and to the extent of any inconsistency between the award and this agreement, this agreement shall prevail.

4. Industrial Relations

(i) The parties acknowledge that structured, collective industrial relations will continue as a fundamental principle of the business. That principle recognizes the important role that employees membership of a Union has in maintaining a stable, safe and efficient working environment. An open, structured and accountable approach to Industrial Relations has traditionally been implemented by employees being members of the Union party to the award.

(ii) As an introduction to the workplace, a Union representative shall form part of the official induction program and adequate time shall be allowed to ensure Union membership can be discussed.

(iii) The company will provide paid leave for delegates to attend training courses as agreed by the parties.

(iv) Payroll Deduction for Union Dues

At the request of the employee the employer shall provide a payroll deduction of Union Dues and forward those dues on to the applicable Union on a monthly basis.

5. Hours

The ordinary working hours shall be 40 per week or 160 per four-week consecutive period, provided that the working time shall not exceed 12 hours per day or 50 hours per week. Such work shall be worked on Monday to Friday, inclusive. Such hours shall be worked continuously, except for meal breaks.

The parties agree to operate under the conditions of a 40 hour week throughout the decommissioning period. In the event a commercial lease is granted in Port Stephens negotiations will take place on the implementation of a 38 hour week.

A paid meal break commencing between 11.30 a.m. and 12.30 p.m. at work location shall be of not less than 20 minutes, provided that meal breaks may be varied by mutual agreement between the employer and the majority of employees, but not so as to cause any employee to work for more than six hours without a break for a meal.

It is agreed between the parties that the actual ordinary hours of work shall be as follows:

Monday to Friday 6.30 am – 2.30 pm

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6. Wages

- (i) Adult Employees — The rate of wages shall be the weekly rate for the classification appearing in Table 1 – Wages 1 of this Agreement.
- (ii) Junior Employees — The rates of wages to be paid to junior employees shall, subject to the other provisions of this Agreement, be the percentage of the appropriate rate for adults set out in Table 1 – Wages 2.
- (iii) Part-time Employees — Shall be paid an hourly rate ascertained by dividing the weekly rate payable under Table 1 – Wages 1 by 40.
- (iv) The rates of pay in this Agreement will be increased by 16% over a two year period to be paid in two equal increments of 8%. The first payment shall apply from 6th February 2003 and a further 8% from 6th February 2004. It is understood the second wage increase shall not be compounded by the first increase.

7. Classification Structure

It is agreed between the parties that a six monthly review of the classification structure shall take place. See Part B

8. Piecework

Piecework rates may be fixed by agreement between the employer and the employee at such rates as will enable the average competent employee working the ordinary hours prescribed by this Agreement to earn at least 15 per cent above the prescribed time work rate. Such piecework rates shall, when fixed, be paid in lieu of the said time work rate.

9. Coxswains Ticket

The company shall reimburse all fees incurred by the employee on successful completion of a coxswains ticket. This reimbursement will be paid on the basis that the employee remains employed by the company for a further six (6) month period.

10. Overtime

- (i) All time worked in excess of the hours prescribed in clause 1. Hours shall be paid for at the rate of time and one-half for the first two hours and at the rate of double time thereafter.
- (ii) Double time shall be paid for all work performed on Sundays and the rate of double time and one-half shall be paid for all work performed on holidays as prescribed by clause 5 Holidays.
- (iii) Employees required to work during their fixed meal breaks shall be paid at overtime rates until they receive a meal break of the usual period.

11. Public Holidays

No deduction shall be made from the wages of weekly employees for the following holidays, namely, the days upon which New Year's Day, Anniversary Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day and Boxing Day are observed, the picnic day of the Union, together with any other day or days which may be proclaimed as holidays for the State. The employer and the employee may reach agreement to substitute any other day for the day or days prescribed above.



12. Terms of Engagement

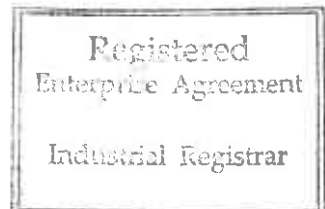
All employees shall be employed by the week and their engagement shall only be terminated by a week's notice on either side, to be given at any time during the week, or by the payment or forfeiture, as the case may be, of a week's wages in lieu thereof; provided that for the first two weeks of engagement of a new employee, the employment may be terminated at any time without notice. An employee who has three (3) days off work without notification to the Company may be deemed to have abandoned their employment.

13. Payment Of Wages

- (i) All wages and overtime shall be paid not later than Friday in every week. Wages shall be paid by electronic funds transfer. Payment by bank transfer will not involve any of the employees in any banking costs.
- (ii) When an employee's services are terminated by reason of the employee's misconduct, the employee shall be paid all wages due within 24 hours of such termination or the person shall be paid at the rate of the classification under which he/she was last employed for all time until such payment is made.

14. Annual Leave

See Annual Holidays Act 1944.



Taking of Annual Leave

Annual leave may be restricted during a period of seeding operation. A Season is defined from October to May. During this period annual leave will be restricted to two employees out of every ten employed being allowed to take annual leave during the season as defined.

15. Annual Holidays Loading

- (i) In this clause, the Annual Holidays Act 1944 is referred to as "the Act".
- (ii) Before an employee takes their annual holiday, or, where by agreement the annual holiday is taken in more than one separate period, prior to each separate period, the employer shall pay the employee a loading determined in accordance with this clause. (NOTE: The obligation to pay in advance does not apply where an employee takes an annual holiday wholly or partly in advance — see subclause (vi)).

- (iii) The loading is payable in addition to the pay for the period of holiday taken and due to the employee under the Act.
- (iv) The loading is to be calculated in relation to any period of annual leave to which the employee becomes entitled, or, where such a holiday is given and taken in separate periods, then in relation to each period. (NOTE: See subclause (vi) as to holidays taken wholly or partly in advance).
- (v) The loading is the amount payable for the period or the separate period, as the case may be, at the rate per week of 17.5 per cent of the appropriate ordinary weekly time rate of pay prescribed by this Agreement for the classification in which the employee was employed, immediately before commencing annual holidays together with, where applicable, the leading hand allowance prescribed in subclause (ii) of clause 2, Wages, of this Agreement.
- (vi) No loading is payable to an employee who takes an annual holiday wholly or partly in advance; provided that, if the employment of the employee continues until the day when they would have become entitled under the Act to an annual holiday, the loading then becomes payable in respect of the period of such holiday and is to be calculated in accordance with subclause (v) of this clause applying the Agreement rates of wages payable on that day.
- (vii) Where, in accordance with the Act the employer's establishment or part of it is temporarily closed down for the purpose of giving an annual holiday of leave without pay to the employees concerned:
- (a) An employee who is entitled under the Act to an annual holiday and who is given and takes such holiday shall be paid the loading calculated in accordance with subclause (v) of this clause:
- (b) An employee who is not entitled under the Act to an annual holiday and who is given and takes leave without pay shall be paid in addition to the amount payable to the employee under the Act such proportion of the loading that would have been payable to the employee under this clause if they had become entitled to an annual leave.
- (viii) (a) When the employment of an employee is terminated by the employer for a cause other than misconduct and at the time of the termination the employee has not been given and has not taken the whole of an annual holiday to which they

became entitled they shall be paid a loading calculated in accordance with subclause (v) of this clause for the period not taken.

(b) Except as provided by paragraph (a) of this subclause no loading is payable on the termination of an employee's employment.

16. Redundancy

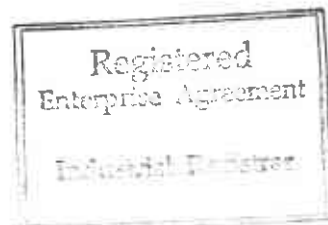
(A) Application —

- (i) This clause shall apply in respect of full-time and part-time persons employed in the classifications specified in clause 2, Wages.
- (ii) This clause shall only apply to employers who employ 15 or more employees immediately prior to the termination of employment of employees.
- (iii) Notwithstanding anything contained elsewhere in this clause, this clause shall not apply to employees with less than one year's continuous service and the general obligation on employers shall be no more than to give such employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.
- (iv) Notwithstanding anything contained elsewhere in this clause, this clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.

(B) Introduction of Change —

(i) Employer's duty to notify —

(a) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and the union to which they belong.



(b) "Significant effects" include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

Provided that where the Agreement makes provision for alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.

(ii) Employer's duty to discuss change —

(a) The employer shall discuss with the employees affected and the union to which they belong, inter alia, the introduction of the changes referred to in paragraph (ii) of this subclause, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the union in relation to the changes.

(b) The discussion shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in paragraph (i) of this subclause.

(c) For the purpose of such discussion, the employer shall provide to the employees concerned and the union to which they belong all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

(C) Redundancy —

(i) Discussions before terminations

(a) Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone pursuant to subparagraph (a) of paragraph (i) of subclause (B) Introduction of Change, of this clause and that decision may lead to the termination of employment, the



employer shall hold discussions with the employees directly affected and with the union to which they belong.

(b) The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provision of subparagraph (a) of this paragraph and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination on the employees concerned.

(c) For the purposes of the discussion the employer shall, as soon as practicable, provide to the employees concerned and the union to which they belong, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out. Provided that any employer shall not be required to disclose confidential information, the disclosure of which would adversely affect the employer.

(D) Termination of Employment —

(i) Notice for Changes in Production, Programme, Organisation or Structure — This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from "production", "programme", "organisation" or "structure" in accordance with subclause (B)(i)(a) above.

(a) In order to terminate the employment of an employee the employer shall give to the employee the following notice:

Period of continuous service	Period of 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

(b) In addition to the notice above, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, shall be entitled to an additional week's notice.



(c) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

(ii) Notice for Technological Change — This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from "technology" in accordance with subclause (B)(i)(a) of this clause:

(a) In order to terminate the employment of an employee the employer shall give to the employee 3 months notice of termination.

(b) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

(c) The period of notice required by this subclause to be given shall be deemed to be service with the employer for the purposes of the Long Service Leave Act, 1955, the Annual Holidays Act, 1944, or any Act amending or replacing either of these Acts.

(iii) Time off during the notice period —

(a) During the period of notice of termination given by the employer, an employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purposes of seeking other employment.

(b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.

(iv) Employee leaving during the notice period — If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee shall be entitled to the same benefits and payments under this clause had the employee remained with the employer until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

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- (v) Statement of employment — The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification of or the type of work performed by the employee.
- (vi) Notice to Centrelink — Where a decision has been made to terminate employees, the employer shall notify Centrelink thereof as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.
- (vii) Centrelink Separation Certificate — The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an "Employment Separation Certificate" in the form required by Centrelink.
- (viii) Transfer to lower paid duties — Where an employee is transferred to lower paid duties for reasons set out in subparagraph (a) of paragraph (i) of subclause (b) of this clause, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, and the employer may at the employer's option make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rates for the number of weeks of notice still owing.
- (E) Severance Pay —
- (i) Where an employee is to be terminated pursuant to subclause (D) of this clause, subject to further order of the Industrial Relations Commission, the employer shall pay the following severance pay in respect of a continuous period of service:
- (a) If an employee is under 45 years of age, the employer shall pay in accordance with the following scale:



Years of Service	Under 45 Years of Age Entitlement
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and over	16 weeks

(b) Where an employee is 45 years old or over, the entitlement shall be in accordance with the following scale:

Years of Service	45 Years of Age and Over Entitlement
Less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks

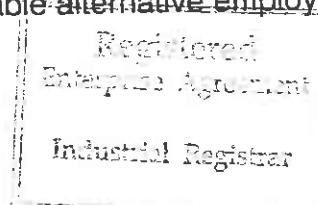
(c) 'Weeks pay' means the all purpose rate of pay for the employee concerned at the date of termination, and shall include, in addition to the ordinary rate of pay, over Agreement payments, shift penalties and allowances provided for in the relevant Agreement.

(ii) Incapacity to pay — Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in paragraph (i) of this subclause.

The Industrial Relations Commission shall have regard to such financial and other resources of the employer concerned as the Industrial Relations Commission thinks relevant, and the probable effect paying the amount of severance pay the said paragraph

(i) will have on the employer.

(iii) Alternative Employment — Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in the said paragraph (i) if the employer obtains acceptable alternative employment for an employee.



(F) Savings Clause — Nothing in this Agreement shall be construed so as to require the reduction or alteration of more advantageous benefits or conditions which an employee may be entitled to under any existing redundancy arrangement, taken as a whole, between the union and any employer bound by this Agreement.

17. Sick Leave

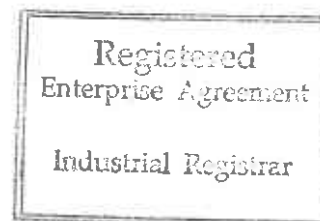
- (i) An employee after 3 months' continuous service shall be entitled to 40 hours' sick leave during the first year of service, and shall be entitled to 64 hours' sick leave during the second and subsequent years of service with the same employer, such sick leave shall be cumulative for 12 years from the end of the year on which it accrues.
- (ii) An employee, if required by the employer shall produce satisfactory evidence as to their sickness and shall as soon as possible, and preferably within four hours of the commencing time, notify the employer of their sickness.

18. Boiling Water

As boiling water for making tea etc., on working vessels involves risks of fire the employees are to carry their own Company supplied thermos. Hot water etc. is the responsibility of the employee.

19. Long Service Leave

See Long Service Leave Act 1955.



20. First-Aid

A suitably equipped first-aid outfit shall be provided and continuously maintained by the employer at the place of work. The Company shall train every employee in First Aid and with successful completion of the course all successful employees will be appointed as a first aid officer and paid accordingly to Item 1 of Table 2 of Part B.

21. Change Rooms

The employer shall provide at each land base site both male and female change rooms that are furnished with personal lockers, showering facilities, wash basins, and seating for the use of employees as a change room.

22. Tools

All tools required by employees in the performance of their work shall be provided by the employer. Such tools shall remain the property of the employer and shall be returned to it by the employee on the termination of their employment.

All personal protective equipment is to be supplied by the employer and shall remain employer's property.

23. Traveling Time Allowance

(i) Where employees are required by the employer to travel from one place of work to another, necessitating their absence from home for at least one night, the time occupied in travelling shall be counted as time worked and shall be paid for as such.

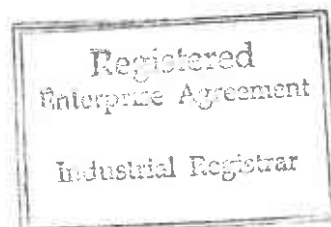
(ii) Employees compelled by their duties to spend the night away from their home or the property on which they are employed, whichever is their normal place of sleeping, shall be paid a meal allowance for each meal as set out in Item 2 of Table 2 of Part B, whilst travelling or waiting on route and shall also be paid an allowance for a bed as set out in Item 3 of Table 2 of Part B, or actual expenses shall be paid by the employer.

Provided however, the employer may elect to supply both a suitable meal and accommodation.

24. Personal/Carer's Leave

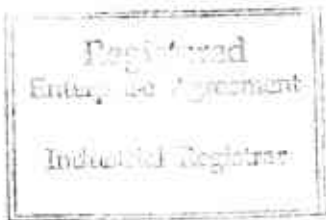
(1) Use of Sick Leave —

(a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c), 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 in clause 11,



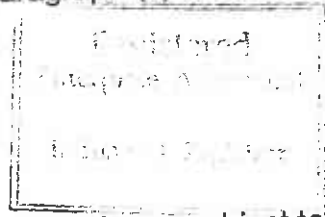
Sick Leave, for absences to provide care and support, for such persons when they are ill. Such leave may be taken for part of a single day.

- (b) The employee shall, if required, establish either 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.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
- (i) the employee being responsible for the care of the person concerned; and
 - (ii) the person concerned being:
 - (a) a spouse of the employee; or
 - (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (e) a relative of the employee who is a member of the same household, where for the purposes of this subparagraph:
 - (1) "relative" means a person related by blood, marriage or affinity;
 - (2) "affinity" means a relationship that one spouse, because of marriage, has to blood relatives of the other; and
 - (3) "household" means a family group living in the same domestic dwelling.
- (d) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's 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 employer by telephone of such absence at the first opportunity on the day of absence.



(2) Unpaid Leave for Family Purpose —

- (a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subparagraph (ii) of paragraph (c) of subclause (1) who is ill.



(3) Annual Leave —

- (a) An employee may elect with the consent of the employer, subject to the Annual Holidays Act 1944, to take annual leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.
- (b) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this Agreement.
- (c) An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

(4) Time Off in Lieu of Payment for Overtime —

- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.
- (b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is, an hour for each hour worked.
- (c) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.
- (d) Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the Agreement.

(5) Make-Up Time —

- (a) An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Agreement, at the ordinary rate of pay.

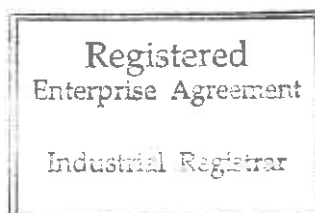
- (b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.

25. Bereavement Leave

- (i) On the death of a near relative an employee shall be entitled to a minimum of two days compassionate leave without deduction of pay on each occasion.
- (ii) The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will provide to the satisfaction of the employer proof of death.
- (iii) Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of personal/carer's leave as set out in subparagraph (ii) of paragraph (c) of subclause (1) of clause 25, Personal/Carer's Leave, provided that, for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- (iv) An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- (v) Bereavement leave may be taken in conjunction with other leave available under subclauses (2), (3), (4), and (5) of the said clause 25. In determining such a request, the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

26. Jury Service

An employee on weekly hiring required to attend for jury service during their ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount of wage he would have received in respect of the ordinary time he would have worked had he not been on jury service.

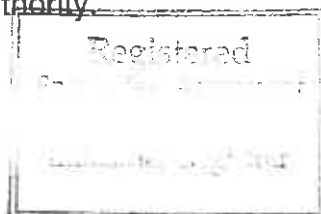


An employee shall notify the employer as soon as practicable of the date upon which he is required to attend for jury service and shall provide the employer with proof of their attendance, the duration of such attendance and the amount received in respect thereof.

27. Dispute Resolution Procedure

These procedural steps are:

- (i) Procedure relating to a grievance of an individual employee:
 - (a) The employee is required to notify (in writing or otherwise) the employer as to the substance of the grievance, request a meeting with the employer for bilateral discussions and state the remedy sought.
 - (b) A grievance must initially be dealt with as close to the source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
 - (c) Reasonable time limits must be allowed for discussion at each level of authority.
 - (d) At the conclusion of the discussion, the employer must provide a response to the employee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
 - (e) While a procedure is being followed, normal work must continue.
 - (f) The employee may be represented by an industrial organisation of employees.
 - (g) In the event there is no resolution to the matter the parties shall jointly or individually refer the situation to the Industrial Relations Commission of NSW for assistance in resolving the issue.
- (ii) Procedure for a dispute between an employer and the employees:
 - (a) A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.



- (b) Reasonable time levels must be allowed for discussion at each level of authority.
- (c) While a procedure is being followed, normal work must continue.
- (d) The employer may be represented by an industrial organisation of employers and the employees may be represented by an industrial organisation of employees for the purposes of each procedure.
- (e) In the event there is no resolution to the matter the parties shall jointly or individually refer the situation to the Industrial Relations Commission of NSW for assistance in resolving the issue.

28. Anti Discrimination

- (1) It is the intention of the parties bound by this Agreement to seek to achieve the object in section 3f of the Industrial Relations Act 1996 to prevent and eliminate discrimination in the workplace on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age.
- (2) 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.
- (3) Under the Anti-Discrimination Act, 1977 it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (4) Nothing in this clause is to be taken to affect:
 - (a) Any conduct or act which is specifically exempted from anti discrimination legislation.
 - (b) Offering or providing junior rates of pay to persons less than 18 years of age.



(c) Any act or practice of a body established to propagate religion which is exempted under section 56(d) of the Anti-Discrimination Act 1977.

(d) A party to this Agreement from pursuing matters of unlawful discrimination in any state or federal jurisdiction.

(5) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES:

(a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.

(b) Section 56(d) of the Anti-Discrimination Act 1977 provides:

“Nothing in the Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion.”

29. Mixed Functions

An employee engaged on duties carrying a higher rate of pay shall be paid the higher rate of pay for all time whilst carrying out those duties.

30. No Further Claims Clause

This Agreement is in full settlement of all claims, and all possible claims, for the duration of this agreement. The parties agree that no further claims will be made for changes in any term or condition of employment at the enterprise, or to this agreement, during the period of its operation. This provision shall not prevent a party making an application to vary the agreement under Section 43 of the Industrial Relations Act 1996.



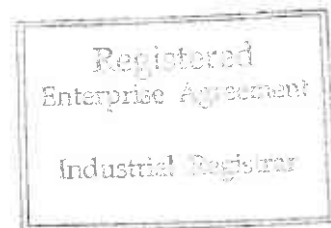
31. Parties Bound

Australian Radiata Pty Ltd.

All employees employed by Australian Radiata Pty Ltd in or in connection with pearl oyster leases or farms, including employees engaged in the cultivation, culling, treatment and/or handling of pearl oysters employed at the following leases and any other lease in N.S.W. as agreed between the parties;

- Wanda Lease
- Mambo Creek Lease
- Pindimar Lease
- Cromarty's Bay Land Base

The Australian Workers Union (NSW) Branch



32. Superannuation

Superannuation shall be paid in accordance with the Superannuation Guarantee Levy into the employees nominated super fund on a quarterly basis.

33. Supplementary Labour

- i. The employer and union confirm their commitment to full-time permanent employment and agree to the following requirements regarding the employment of casual and/or fixed term and/or seasonal employees.
- ii. The employer shall only engage casual and/or fixed term and/or seasonal employees after informing the Union. The terms and conditions of this agreement shall apply to all supplementary labour.

John Ash

Signed for and on behalf of Australian Radiata Pty Ltd

WITNESSED

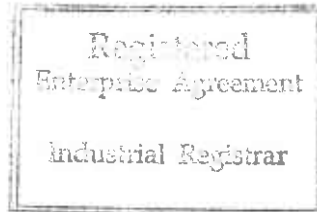
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[Signature] STATE PRESIDENT

Signed for and on behalf of Australian Workers Union NSW Branch

Date 3rd March 2003





PART B

Monetary Rate These rates of pay have been varied in line with State Wage Case 2001 and 2002 and the new rates as prescribed below shall apply from Feb 6 2003 and increased by a further 8% on Feb 6 2004.

Level	Minimum years experience	Wage \$	Requirements for progression
Probation		519.48	Complete evaluation process to join the team as shown in Table-3
Farmer level 1	Minimum 3 months	552.45	Possess fundamental knowledge of the equipment and oysters and be capable of executing daily task in a satisfactory manner including Table-3 under the instruction of a senior worker
Farmer level 1 Leading Hand	Minimum 6 months	608.67	Possess fundamental knowledge of the equipment and oysters and be capable of executing daily task in a satisfactory manner including Table-3 under the instruction of a senior worker. Understand the contents of instruction to be performed by the designated group on the day, and supervise other workers to perform correctly with efficient manner. Be responsible for the safety of the boat crews while on water and land. Be responsible for punts, tools and equipment.
Farmer level 2	Minimum 12 months	608.68	Possess overall knowledge of the farm work and oysters, and be capable of carrying out the work with minimal supervision in a satisfactory manner as required by the leading hand.
Farmer level 2 Leading Hand		662.73	In addition to Farmer Level 2 responsibilities – understand the contents of instruction to be performed by the designated group on the day, and supervise other workers to perform correctly with efficient manner. Be responsible for the safety of the boat crews while on water and land. Be responsible for punts, tools and equipment.
Leading Hand Allowance	A leading hand allowance of \$50 per week shall apply to any such person appointed to that position by the company. This allowance	54 per week	Understand the contents of instruction to be performed by the designated group on the day, and supervise other workers to perform correctly with efficient manner.

	has been varied in the above rates.			
Skilled farmer	Minimum 39 months	684.38	Possess a detailed knowledge of all farm work and its execution sequence and the condition of oysters, and be capable of instructing others to carry out the work	
Senior Skilled farmer		738.485	Possess a detailed knowledge as described in Skilled Farmer above and be capable of organising a work schedule and leading a group of workers to carry out the schedule in an efficient manner with production level assessment, assessment of work practices and personnel. Coxswains license is required.	
Sub Manager			Wage of Sub Manager is decided according to the skills and experiences related to pearl farming.	



Probation Technician		519.48	Complete evaluation process of aptitude for seeding operation as shown in Table-3.
Technician level 1 *1	Minimum 3 months	575.64	Possess fundamental technique related to the seeding operation and cutting of saibo
Technician level 2 *1	Minimum 15 months	656.64	Be capable of cutting saibo and operating a required number of oysters per day with adequate mortality and retention rate
Senior Technician	Minimum 39 months	738.48	Possess a technique as described in Level 2 above and be capable of instructing other technician on the technique related to seeding operation taken into account the conditioning of oysters
Combined Levels	Applied to upper Tec. Level 2 with Farmer Level 1 and all levels up	43.20	Add this amount to the higher wage of a Farmer or Technician
Land based work			Defined as requirement of a Farmer level of the person but negotiable with qualification.

• Experience in working for other pearl farms or scholarships in related fields may be taken into account for the years of experience. No progression from farmer 1 to higher level without successful completion of training and assessment. After a minimum of 12 months and successful assessment a person will progress to farmer 2.

• Progression from farmer 2 is only when higher position is required or vacant. This means they can get to farmer level 2 with training and assessment and hold at this position.

*1 Months when seeding operation is conducted, technician's wages will be applied. When non-seeding period the farmers rate is applied.

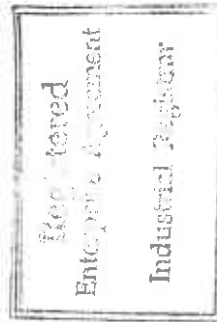


Successful completion of probation

Farmer 1	\$551.88	\$562.68	\$575.64
Qualification	Boat license	Relevant ticket i.e. crane, chaser	Coxswains cert. Trade cert. Relevant Degree Diving

As well as possesses the prerequisite skills in the schedule.

Farmer 2	\$608.04	\$618.84	\$629.64	\$640.44
Qualification	Boat license	Relevant ticket i.e. crane, chaser	Coxswains cert. Trade cert. Degree Diving	Combination of Tickets and certificates



The period to get to farmer 2 would be 12 months minimum from starting work. This requires successful completion of training and assessment. It has been indicated to the workers that at this point advancement will slow down. Movement above this level to skilled farmer will require a very good understanding of the farming process and personnel management skills. This 12 months training begins when they start work. Assessment is carried out at the end of this 12 months within 30 days of the employees anniversary start date, any increase in rate of pay shall apply from that date.

As well as possesses the prerequisite skills in the schedule

Skilled Farmer	\$683.64	\$694.44	\$705.24	\$716.04	\$726.84	\$737.64
Qualification	Coxswains	Trade	Diving	Combination	Relevant Degree	Combination

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Industrial Registrar

As well as possesses the prerequisite skills in the schedule

Senior Skilled Farmer	\$737.64	\$759.24	\$780.8	\$802.44	\$824.04	\$845.64
Qualification	Coxswains	Trade	Diving	Combination	Relevant Degree	Combination

Table 1 - Wages 2

Junior Employees	%of appropriate adult rate
At 16 years of age	80
At 17 years of age	80
At 18 years of age	Adult rate
At 19 years of age	Adult rate

Table 2 - Other Rates and Allowances

Description	Amount
First Aid	\$1.78 per day
Travelling - meal each occasion	Will be negotiated by area to travel
Travelling - Accommodation per night	Proper accommodation will be provided by company



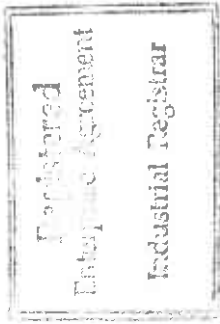


Table 3 – Probation

<p>Probation Farmer</p>	<p>Every employee who accepts employment will be employed on probation for a period of 3 months during which time an evaluation process will take place on his / her attributes to join the company which will mainly be focused on:</p> <p>Recreational Boat License – required for workers or attained within 3 months probationary period. If not attained this may affect continuation of employment.</p> <p>Punctuality</p> <p>cooperative attitude</p> <p>appropriate understanding of instruction from senior workers</p> <p>aptitude for offshore works(i.e. sea sickness)</p>
<p>Probation Technician</p>	<p>It is a company policy to teach the cultivation technique including seeding technique to the employees. The Company may select employees who are thought to be suitable for operating as Technician Level 1 after a period 3 months probation.</p> <p>As this is a very sensitive operation in that a slight dislocation of nuclei in the oyster body can cause staining and scarring together with vomiting of nuclei and mortality to the oysters not all Technicians Level 1 will be allowed to operate and progress to Technician Level 2. In addition the company will ask all Technicians to sign an Agreement in Restraint of Trade.</p>

