

ENTERPRISE AGREEMENT

NO: E.A. 286 /1995

DATE REGISTERED: 11-8-95

PRICE: \$ 10-00

- ENTERPRISE AGREEMENT -

BETWEEN

ABALONE SHELLFISH ENTERPRISES

AND

EMPLOYEES

[Filed with the Industrial Registrar on *16 MAY* 1995].

AN ENTERPRISE AGREEMENT made this *19 APRIL* 1995,
in pursuance of the provisions of the Industrial Relations Act 1991 of New South Wales
between Abalone Shellfish Enterprises Pty Ltd and employees engaged in the processing
and packing of abalone and other seafood products.

ABALONE SHELLFISH ENTERPRISE AGREEMENT NO. 1

1. TITLE OF AGREEMENT

This Agreement shall be known as the Abalone Shellfish Enterprise Agreement No 1.

2. ARRANGEMENT

1. Title of agreement
2. Arrangement
3. Incidence and parties bound
4. Term of agreement
5. Relationship to parent award
6. Duress
7. Purpose of agreement
8. Hours of work
- 9A. Overtime
- 9B. Saturday, Sunday and Public Holidays
10. Date of registration
11. Signatories to agreement

3. INCIDENCE AND PARTIES BOUND

This Enterprise Agreement is made pursuant to Chapter 2, Part 3, Division 2 of the New South Wales Industrial Relations Act, 1991, entered into on the 19 APRIL 1995 between Abalone Shellfish Enterprises Pty Ltd and employees principally engaged as general hands or process workers at the premises located at the Breakwater, Snug Cove, Eden NSW 2551.

4. TERM OF AGREEMENT

This Agreement shall take effect from the first full pay period to commence on or after the date of registration and shall remain in force for a period of 36 months.

5. RELATIONSHIP TO PARENT AWARD

It has been determined by the parties to this Enterprise Agreement that the agreement shall be read and interpreted wholly in conjunction with the Fish and Fish Marketing [State] Award, provided that where there is any inconsistency, this Enterprise Agreement shall take precedence.

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6. **DURESS**

This Enterprise Agreement has not been entered into under duress by any of the parties.

7. **PURPOSE OF AGREEMENT**

The purpose of this Agreement is to provide for flexible hours of work to enable product to be processed in a fresh condition following delivery to the wharf by fishing vessels.

8. **HOURS OF WORK**

8.1 The ordinary hours of work for full-time, part-time and casual employees shall not exceed forty [40] per week, averaged over a fifty-two [52] week period commencing from the date of registration of this agreement.

8.2 The ordinary hours of work shall be worked on any days, Monday to Sunday and where worked continuously, shall not exceed twelve [12] hours per day.

8.3 The ordinary hours of work may be spread over two or more separate work periods each day without minimum hour requirements for each work period to suit the needs of the supply and the employer.

9A. **OVERTIME**

All time worked in excess of the hours prescribed in Clause 8, Hours of Work, herein, shall be voluntary overtime and shall be paid for at the single time rate of pay.

9B. **SATURDAY, SUNDAY AND PUBLIC HOLIDAYS**

[i] All time worked on a Saturday or Sunday shall be paid at the single time rate of pay.

[ii] All time worked on a public holiday shall be paid at double time rate of pay.

10. **DATE OF REGISTRATION**

This Enterprise Agreement shall take effect from the date of registration and operate from the first pay period to commence on or after 1995.



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11. SIGNATORIES TO AGREEMENT

Signed on behalf of Abalone Shellfish Enterprises Pty Ltd

Signed R. Lambour

Witnessed by m. a. Thorne date 19-4-95

Signed by the employees of Abalone Shellfish Enterprises Pty Ltd

Veronica Lambour 19-4-95
[name] [date]

J. White 19-4-95
[name] [date]

Damien Lambour 19-4-95
[name] [date]

W. Spurr 19-4-95
[name] [date]