

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA03/42

TITLE: City of Penrith Regional Indoor Aquatic and Recreation Centre Ltd Agreement

I.R.C. NO: IRC2/7116

DATE APPROVED/COMMENCEMENT: 20 December 2002

TERM: 24 months

**NEW AGREEMENT OR
VARIATION:** Replaces EA01/149

GAZETTAL REFERENCE: 21 March 2003

DATE TERMINATED:

NUMBER OF PAGES: 36

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employees of City of Penrith Regional Indoor Aquatic and Recreation Centre Ltd who fall within the coverage of the Local Government (State) Award 2001

PARTIES: City of Penrith Regional Indoor Aquatic & Recreational Centre Ltd -&- the Federated Municipal and Shire Council Employees' Union of Australia, New South Wales Division

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**ST MARYS LEISURE
& HYDROTHERAPY CENTRES**
First in Fun, Health
& Fitness Everytime

**City of Penrith Regional Indoor Aquatic &
Recreation Centre Limited**
Trading as
**Ripples St Marys Leisure Centre and
Ripples Hydrotherapy Centre**

2002/2004

**ENTERPRISE
AGREEMENT**

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1. TITLE AND INTENTION OF THE PARTIES

This Enterprise Agreement is made in accordance with the provisions of section 29 to 47 of the Industrial Relations Act 1996 and shall be known as the City of Penrith Regional Indoor Aquatic and Recreation Centre Ltd Agreement and shall provide the flexibility of work arrangements necessary to meet the seven day per week requirements which specifically apply to Ripples Leisure Centre and Hydrotherapy Centre. This Agreement is fundamental to the process of Ripples Leisure Centre and Hydrotherapy Centre providing quality facilities and services to its customers on a sustainable basis.

2. THE PARTIES

The parties to this Agreement shall be City of Penrith Regional Indoor Aquatic and Recreation Centre Ltd (herein referred to as Ripples) and the Federated Municipal and Shire Council Employees' Union of Australia, New South Wales Division (herein referred to as the Union) as agent for all employees. Where the Enterprise Agreement is silent the Local Government (State) Award will apply.

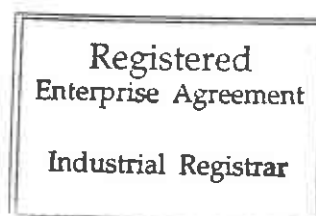
3. STATEMENT OF INTENT

The parties to the Agreement are committed to co-operating positively to increase structural efficiency and to provide employees with access to more fulfilling, varied and better-paid work by providing measures to, for instance:

- ◆ Establish skill-related career paths;
- ◆ Eliminate impediments to multi-skilling;
- ◆ Broaden the range of tasks which a worker may be required to perform;
- ◆ Establish rates of pay and conditions that are fair and equitable;
- ◆ Achieve greater flexibility in workplace practices; and
- ◆ Eliminate discrimination.

ANTI-DISCRIMINATION

1. It is the intention of the parties bound by this agreement to seek to achieve the object in section 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.
2. It follows that in fulfilling the 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 provisions of the agreement which, by its term 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 effect:
 - (a) any conduct or act which is specifically exempted from anti-discrimination legislation.
 - (b) offering or providing junior rates of pay to persons under 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 on the parties by the legislation referred to in this clause.

4. DURESS

This Agreement is entered into without duress by any party.

5. DURATION

The Agreement will take effect from the date of registration and operate from the first pay period on or after the date of registration and remain in force for a period of 24 months. Employees covered by the agreement at the date of registration will be paid the pay increases as stipulated in this Agreement from the first pay period after the specified dates.

The expiration of the Agreement will not conclude an employee's employment. All service entitlements will be accumulative beyond the date of this Agreement.

6. DEFINITIONS

- (i) "Ripples" Shall mean the City of Penrith Regional Indoor Aquatic and Recreation Centre Ltd situated at Charles Hackett Drive, St Marys.
- (ii) "Union" Shall mean the Federated Municipal and Shire Council Employees' Union of Australia (NSW Division).



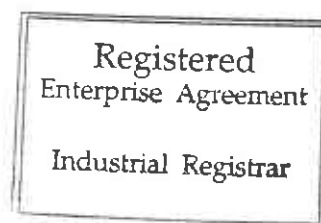
- (iii) "Trainee" Shall mean employees who have not gained essential qualifications for position as determined in job description.
- (iv) "Casual" Shall mean an employee engaged on an hourly basis.
- (v) "Permanent Part Time" Shall mean an employee who is engaged on the basis of a regular number of hours, nominally 20-30 hours per week, which are less than the full-time ordinary hours prescribed by the Agreement.
- (vi) "Permanent Employee" Shall mean an employee who is engaged on a full-time basis of 38 hours per week.
- (vii) "Permanent Casual" Shall be deemed to be an employee who has completed 12 months continuous service and worked an average of 20 hours or more per week.

7. PRINCIPLES

- (i) The parties to this Agreement are committed to identifying and implementing strategies to improve the effectiveness of operations at the facility and making the service more competitive. There will be a commitment to achieving the following objectives:
- Increasing the revenue generated by the facility.
 - Reducing the expenditure incurred in operating the facility.
 - Improving staff morale and job satisfaction through participation in a team approach to the business.
 - Providing a quality service to the customers of the facility which ensures their continuing use of the facility.
 - Reducing duplication in activities.
 - Establishing an approach which involves continual review and improvement to techniques and systems in the facility.
- (ii) The performance measures, and review process, established in clause 24 of this Agreement is one of the steps, associated with the making of this Agreement, which will ensure the achievement of the objectives detailed in sub clause 7 (i).

8. COMMENCEMENT OF EMPLOYMENT

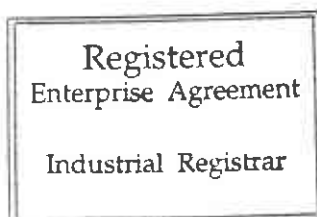
- a. Prior to commencing work Ripples and the employee shall agree upon the conditions under which the work is to be performed including:
- (i) The hours to be worked by the employee, the days upon which they shall be worked and the commencing times for the work.



- (ii) The nature of the work to be performed.
 - (iii) The rate of pay as paid in accordance with this agreement.
- b. The conditions may be varied by consent of the employee and Ripples following referral to the Consultative Committee.
- c. The conditions or any variation to them must be in writing and retained by Ripples. A copy of the conditions and any variations to them must be provided to the employee by Ripples.
- d. When it is proposed to make an appointment or promotion to a new or vacant position within Ripples service, the position must be advertised in a manner sufficient to enable suitably qualified persons to apply for the position.
- (i) When the decision is being made to appoint a person to a position:
 - 1. only a person who has applied for an appointment to the position may be selected
 - 2. from among the applicants eligible for appointment , the applicant who has the greatest merit is to be selected.
 - (ii) The merit of the persons eligible for appointment to a position is to be determined according to:
 - 1. the nature of the duties of the position
 - 2. the abilities, qualifications, experience and standard of work performance of those persons relevant to those duties.
- e. In the event that two or more applicants are equal in merit, preference of employment shall be given to an existing employee of Ripples.
- f. Where requested, internal applicants shall be given an interview with reasons for not being appointed. These reasons will be documented in writing for the employees benefit if requested.

9. RATES OF PAY

- (i) All rates of pay listed herein incorporate a rise of 3.3% to be effective as of 1/2/02. A further 3.25% will be payable on 1/11/02 and a further 3.25% from 1/11/03 unless it can be proven to the Union that Ripples could not accommodate such a salary increase. An independent auditors report shall be the agreed method of proof.



Permanent Position	Band	From 1/2/2002	From 1/11/2002	From 1/11/2003
Co-ordinator	1	37188 to 40287	38396 to 41596	39644 to 42948
	2	40288 to 43386	41597 to 44796	42949 to 46251
	3	43387 to 46485	44797 to 47995	46253 to 49555
Pool Supervisor	1	36155 to 39254	37330 to 40529	38543 to 41847
	2	39255 to 42353	40530 to 43729	41848 to 45150
	3	42354 to 45452	43730 to 46929	45151 to 48454
Swimming Supervisor	1	36155 to 39254	37330 to 40529	38543 to 41847
	2	39255 to 42353	40530 to 43729	41848 to 45150
	3	42354 to 45452	43730 to 46929	45151 to 48454
Administration Asst.	1	27374 to 29957	28264 to 30930	29182 to 31935
	2	29958 to 34089	30931 to 35196	31936 to 36340
	3	34090 to 37188	35197 to 38396	36341 to 39644
Pool Attendant	1	27891 to 30990	28797 to 31997	29733 to 33037
	2	30991 to 35122	31998 to 36263	33038 to 37442
	3	35123 to 39254	36264 to 40529	37443 to 41846

Permanent Part-Time

Receptionist	1	12.91 to 14.46	13.33 to 14.93	13.77 to 15.42
	2	14.47 to 16.01	14.94 to 16.53	15.43 to 17.07
	3	16.02 to 17.56	16.54 to 18.13	17.08 to 18.72
Cleaners	1	14.46 to 16.53	14.93 to 17.07	15.42 to 17.62
	2	16.54 to 18.08	17.08 to 18.67	17.63 to 19.27
	3	18.09 to 19.63	18.68 to 20.26	19.28 to 20.92
Café	1	12.91 to 14.46	13.33 to 14.93	13.77 to 15.42
	2	14.47 to 16.01	14.94 to 16.53	15.43 to 17.07
	3	16.02 to 17.56	16.54 to 18.13	17.08 to 18.72

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Maintenance	1	14.79 to 15.75	15.27 to 16.27	15.77 to 16.79
	2	15.76 to 17.04	16.28 to 17.60	16.80 to 18.17
	3	17.05 to 18.59	17.61 to 19.20	18.18 to 19.82
Gym Staff	1	12.71 to 13.43	13.12 to 13.87	13.55 to 14.32
	2	13.44 to 14.98	13.88 to 15.47	14.33 to 15.97
	3	14.99 to 16.53	15.48 to 17.07	15.98 to 17.62
Children's Programme Supervisor	1	15.29 to 16.01	15.78 to 16.53	16.29 to 17.07
	2	16.02 to 17.56	16.54 to 18.13	17.08 to 18.72
	3	17.57 to 19.11	18.14 to 19.73	18.73 to 20.37

(ii) Casual Staff Only (Including 25% Loading) covering leave entitlements.

Casual Positions	Minimum Casual Hourly Rates (Including 25% Loading)		
	From 1/2/02	From 1/11/02	From 1/11/03
Swimming Centre Staff/Squad Coaching	\$16.14	\$16.66	\$17.20
Pool Staff	\$16.14	\$16.66	\$17.20
Fitness Centre Staff	\$16.14	\$16.66	\$17.20
Café Staff – Senior	\$16.14	\$16.66	\$17.20
Staff – Junior			
Age 15	\$6.00	\$6.50	\$7.00
Age 16	\$7.00	\$7.50	\$8.00
Age 17	\$8.00	\$8.50	\$9.00
Reception Staff	\$16.14	\$16.66	\$17.20
Birthday Party Staff	\$16.14	\$16.66	\$17.20
Creche Staff	\$16.14	\$16.66	\$17.20
* Class instructors (per hour 10 or less participants)	\$27.00	\$27.75	\$28.75
(per hour 11 participants and over)	\$33.00	\$33.75	\$34.75
	\$15.50 (for no class)		

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(iii) The penalty rates associated with weekend work occurring in the rotating rosters are compensated in this agreement, taking into account factors such as additional offsets in the form of

- (a) Free access to the Centre and its facilities.
- (b) Hourly rate paid
- (c) One week additional Annual leave for permanent staff (see Clause 17(i))
- (d) Access to free on-site childcare
- (e) Access to family memberships at a nominal fee for permanent staff
- (f) One day paid training leave annually (casuals only) after completion of 3 months probation.

Ripples reserves the right to amend this list as other benefits become available to staff.

The Enterprise agreement has evolved since the opening of the Ripples Aquatic Centre and the rates of pay and conditions are historically set. The parties are committed to providing industry standards taking into account the nature of the business, the registration of the business as a Category 1 under the National Competition Policy and commercial viability of the Enterprise.

The parties agree that nothing in this agreement shall be used as a precedent within the industry nor tabled in any proceedings before the Courts or Industrial Tribunals in New South Wales

10. HOURS OF WORK

A. Spread of Hours

(i) The ordinary hours for all employees shall be worked between Monday and Sunday inclusive and shall not exceed twelve (12) hours in any one day exclusive of unpaid meal breaks. The core opening hours of the Centre are

5.30am to 9.00pm Monday to Friday

6.30am to 6.00pm Saturday

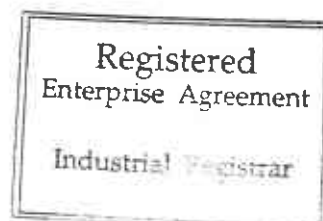
7.30am to 6.00pm Sunday

The closing times on Saturday and Sunday are extended to 7.00pm during Daylight Saving times.

Adjusted times operate on declared Public holidays. The Centre is closed on Good Friday and Christmas Day.

(ii) Employees shall be notified of their working shifts by means of a roster on an individual basis. A minimum of two weeks notice shall be given by management should a change to the roster be required. This minimum period of notice shall not apply in cases of emergency, and where the employee(s) request a mutually agreed alteration to the roster.

(iii) Employees shall be given an unpaid meal break of minimum thirty minutes within and / or immediately after the first five hours of continuous work. Each additional continuous 5 hours



of work following on from the first 5 hours entitles the employee to a further 30 minute paid meal break.

- (iv) Except in an emergency, no employee shall be required, nor shall request, to work 'back-to-back' shifts. Should an employee be required to work additional time before the commencement, or after the completion, of the ordinary shift, the employee shall be paid overtime.
- (v) Employees under the age of 18 shall not be rostered for duty before 5.00am or after 11.00pm.

B. Arrangement of Hours

The ordinary hours of work for all employees shall be 38 hours per week arranged on the following basis:

- a. 38 hours within one week provided that at least two days off shall be granted; or
- b. 76 hours within two weeks provided that at least four days off shall be granted; or
- c. 114 hours within three weeks provided that at least 6 days off shall be granted; or
- d. 152 hours within four weeks provided that at least eight days off shall be granted.

11. HIGHER DUTIES

- (i) An employee required to relieve in a position which is at a higher level within the salary system shall be paid for that relief. The rate to be paid shall be determined by considering the skills / experience applied by the employee relieving in the position but shall be at least the minimum rate for that position in accordance with the salary system except where the higher level skills have been taken into account within the salary of the relieving employee.
- (ii) Payment for use of skills relieving in a higher paid position shall be made for the time actually spent relieving in the higher position.

12. OVERTIME

A. General

- (i) Except where otherwise provided, all time worked by direction before the agreed commencement of ordinary hours (8 hours), or later than the agreed completion of ordinary hours, shall be paid for at the rate of time and a half for the first two hours and double time thereafter.
- (ii) Where there is agreement between Ripples and the employee, an employee directed to work in excess of ordinary hours may elect either to be paid the appropriate overtime rate or be granted time in lieu of the hours worked at the appropriate overtime rate.



(iii) Employees shall be given a paid meal break of twenty minutes after the first two hours of continuous overtime and for each subsequent four hours of continuous overtime.

(iv) A 38 hour limit of time in lieu accrual is to be placed on each employee. Any time in excess of this will be paid at the appropriate penalty rates as in item no. (i).

B. Meal Breaks

An employee who, having been so instructed, works overtime for two hours or more prior to the agreed commencing time or after the agreed finishing time shall receive a meal allowance of \$7.80. (Refer to clause 10 'Hours Of Work').

13. Use Of Skills

(i) An employee shall be paid the salary system rate of pay that recognises the skills the employee is required to apply on the job.

The skills paid for shall not be limited to those prescribed by the job description and may, where appropriate, include skills possessed by the individual employee such as the use of another language or first aid, which may be required by Ripples to be used as an adjunct to the employee's normal duties.

Employees who are required by Ripples to use such additional skill(s) in the performance of their duties shall have the use of those skill(s) considered in the evaluation of the position provided that:

- (a) the employee shall be accredited as appropriate;
- (b) prepared to be identified whilst employed by Ripples as possessing additional skill(s);
- (c) available to use the additional skill(s) as required by Ripples;
- (d) recognised by Ripples as a regular user of the additional skill(s) as an adjunct to their normal duties.

Provided further that Ripples shall establish a minimum level of usage of additional skill(s) for this subclause to apply.

- (ii) The parties are committed to improving skill levels and removing impediments to multi-skilling and broadening the range of tasks that the employee may be required to perform.
- (iii) Ripples may direct the employee to carry out such duties that are within the limits of the employee's skill, competence and training.



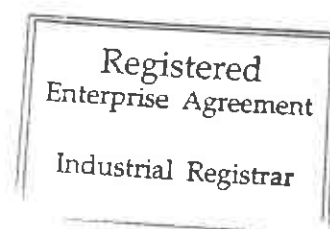
14. EMPLOYMENT

A. Permanent Part-time Employment

- a. A Permanent Part Time Employee may work more than their regular hours by Agreement. When this exceeds 38 hours/week the appropriate over time rates will apply.
- b. Permanent Part-time employee's shall receive all the conditions prescribed by the Agreement on a pro-rata basis of the hours worked.
- c. Where a public holiday falls on a day which a permanent part-time employee would have regularly worked, the employee shall be paid for the hours normally worked on that day. Should Ripples require a permanent part-time employee to work on a public holiday then the appropriate overtime rate will apply.

B. Casual Employment

- a. A casual employee shall be paid a twenty five percent loading on the appropriate hourly rate for every hour worked. This loading shall be paid in lieu of all leave prescribed by the Agreement, e.g. Annual Leave, Sick Leave, Long Service Leave.
- b. A casual employee shall not replace a permanent employee of Ripples on a permanent basis.
- c. A casual employee with the exception of those nominated under subclause 14B (d) shall be engaged for a minimum of 2 hours. Casuals may be engaged for less than 2 hours but must receive at least 2 hours pay irrespective of whether they work the full 2 hours except where instructing.
- d. Instructing shall be deemed as: Fitness Class Instruction and Squad Coaching.
- e. Permanent positions are to be given preference for overtime before the overtime is offered to casual staff.
- f. Casual employees who have been employed for 12 months or more and worked an average of 20 hours per week shall be entitled to a free issue of uniform appropriate to the section the employee is attached.
- g. Casual employees may be rostered across the 7 day week through the spread of operating hours.



h. Casual employees engaged on a regular and systematic basis shall:

- (i) Have access to annual assessments under Ripples salary system.
- (ii) Have their service as a casual counted as service for the purpose of calculating long service leave where the service as a casual employee is continuous with their appointment to a permanent position within Ripples structure. In calculating the long service leave entitlement in such cases there shall be a deduction of the long service leave accrued whilst the employee was employed as a casual.

15. PAYMENT OF WAGES

(i) Employees will be paid by the week.

(ii) Ripples will pay by direct credit to the employee's nominated account. All charges ancillary to such payments shall be met by Ripples.

(iii) Ripples shall fix a regular payday for the payment of wages.

(iv) In the spirit of assisting others, management and centre staff agree to have deducted from the employees' salary an amount of \$0.50 per week to nominated registered charities to assist those less fortunate than ourselves. These monies are tax deductible. Staff who have objections to such deductions are to put these in writing to management at which time the deduction will cease.

16. HOLIDAYS

(i) The days on which public holidays shall be observed are as follows: New Years' Day; Australia Day; Good Friday; Easter Saturday; Easter Monday; Anzac Day; Queen's Birthday; Labour Day; Christmas Day; Boxing Day and all locally proclaimed holidays and all special days proclaimed as public holidays to be observed throughout the whole of the State of NSW.

(ii) Union Picnic Day shall for the purposes of this Agreement, be regarded as a holiday. The Picnic Day shall be on such day as is determined by the Union.

Such holiday shall only be enjoyed by financial members of the Union.

Production of the butt of the picnic ticket issued to the employee shall be required for any payment for the day to be made including penalty rates.



(iii) (a) Where any of the holidays prescribed by this Agreement fall on a day ordinarily worked by the employee, the employee shall not have a reduction in ordinary pay.

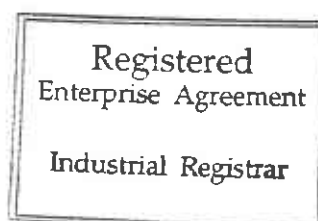
(b) Except as otherwise provided, where a permanent employee is required to work on a holiday as prescribed by this Agreement, the employee shall be paid at double time and a half inclusive of payment for the day with a minimum payment of four hours worked.

(c) Where a permanent employee is required to work ordinary hours on a holiday as prescribed by this Agreement, Ripples and the employee may agree that the employee be paid time and a half for the hours worked on a holiday and in addition, grant a day off in lieu to be paid at ordinary time for each holiday worked. Such leave shall be taken at a mutually convenient time.

(d) When a public holiday occurs on a day on which an employee is rostered off while employed on a seven day a week rotating roster system, the employee shall be paid a day's pay at ordinary rates in addition to the ordinary week's pay. Ripples may in lieu of making such additional payment, grant a days leave for each such holiday which may be taken at such time as is mutually agreed to between Ripples and the employee.

17. ANNUAL LEAVE

- (i) Annual leave of absence consisting of four weeks on full pay, exclusive of public holidays observed on working days shall be granted to an employee, after each twelve months service and shall be taken on its due date or as soon as is mutually convenient thereafter to Ripples and the employee. Permanent employees working a rotating or fixed roster which includes work on a weekend will be entitled to receive an additional one weeks leave. Other permanent employees not working a rotating or fixed roster incorporating weekend work required to undertake weekend work by direction will also be eligible to receive an additional one weeks leave. To be eligible a minimum of 5 weekend days must be worked by the employee during each twelve months service. (see Clause 9 (iii))
- (ii) Where an employee with at least twelve months' service resigns, or is terminated for any reason, Ripples shall pay to such employee or to the employee's legal representative, as the case may be, the monetary equivalent of all untaken holiday leave of absence in respect of any past year or years of service with Ripples, and for the current year of service on a pro rata basis. The amount payable shall be calculated according to the employee's salary prevailing at the time of cessation of employment.



- (iii) Where an employee with less than twelve months' service resigns, retires or is terminated, the employee or the employee's legal representative shall be paid for each completed week of service on a pro rata basis.
- (iv) An employee shall be paid for all such holiday leave taken immediately before the commencement of leave unless other arrangements are made.
- (v) Permanent part time employees will be entitled to four weeks annual leave on pro rata pay in accordance with (i).
- (vi) When the service of an employee is terminated by death Ripples shall pay to the employee's spouse or dependant children or legal representative of the employee as Ripples shall determine the monetary equivalent of any untaken annual leave standing to the employee's credit at the time of death.
- (vii) Ripples may direct an employee to take annual leave by giving at least 4 weeks prior notification where the employee has accumulated in excess of eight weeks annual leave.
- (viii) A Casual employee is not entitled to annual leave.

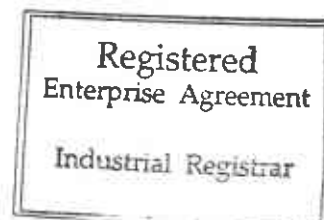
18. LONG SERVICE LEAVE

(Permanent and Permanent Part Time Employees)

- (i) (a) An employee of Ripples shall be entitled to Long Service Leave at the ordinary rate of pay as follows:

Length of Service	Entitlement
After 5 years service	6.5 weeks
After 10 years service	13 weeks
After 15 years service	19.5 weeks
After 20 years service	30.5 weeks
For every completed period of 5 years service thereafter	11 weeks

- (b) Where an employee has completed more than 5 years service with Ripples and is terminated for any cause, long service leave shall be deemed to have accrued for the employee's total length of service and an amount equivalent to such long service leave' less such leave already taken, computed in monthly periods and equivalent to 1.3 weeks for each year of service up to 15 years and 2.2 weeks for each year of service from 15 years onwards.
- (ii) (a) Long service leave shall be taken at a time mutually convenient to Ripples and the employee in minimum periods of one week.



- (b) Payment to an employee proceeding on long service leave shall be made by Ripples at the employee's ordinary rate of pay at the time the employee enters upon the leave or as agreed between the employee and Ripples.
- (c) An employee who has become entitled to a period of leave and the employee's employment is terminated by resignation, death or dismissal for any cause shall be deemed to have entered upon leave at the date of termination of the employment and shall be entitled to payment accordingly.
- (iii) Long service leave shall be exclusive of annual leave and any other holidays as prescribed by Clause 16, Holidays of this Agreement, occurring during the taking of any period of long service leave.
- (iv) When the service of an employee is terminated by death Ripples shall pay to the employee's estate the monetary equivalent of any untaken long service leave standing to the employee's credit at the time of the employee's demise.
- (v) Where an employee's service is terminated through shortage of work, finance or through illness certified by a duly qualified medical practitioner and such employee is re-employed by Ripples within 12 months of termination of service, prior service shall be counted for the purpose of this clause.
- (vi) For the purpose of this clause service shall include any period of service with any of Her Majesty's Forces provided that the employee enlisted or was called up direct from the service of Ripples and resumed employment at Ripples at the conclusion of the service.

19. SICK LEAVE

(Permanent/Permanent Part Time)

- A. (i) Employees who are unable due to sickness to attend for duty shall be entitled during each year of service to sick leave of 3 weeks on full pay subject to the following conditions:-
- (a) That Ripples is satisfied that the sickness is such that it justifies the time off and does not arise from serious misconduct and
- (b) That the illness or injury does not arise from engaging in other employment and
- (c) That proof of illness to justify payment will be required after 2 days absence or after 3 separate periods in each service year. Such proof will be a Doctors Certificate.
- (ii) Sick Leave not taken under this clause shall accumulate and be carried forward if the employee continues to be employed by Ripples.
- (iii) Ripples may request employees to attend a doctor of Ripples choice at Ripples cost.

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Industrial Registrar

- (iv) If the employee becomes sick or is injured whilst on annual leave and produces within reasonable time, satisfactory medical evidence that the employee is unable to derive benefit from annual leave, the employee will be granted, at a time convenient to Ripples, additional leave equivalent to the period of sickness or injury occurring within the scheduled period of annual leave; provided that the period of sickness or injury is at least five consecutive working days.
- (v) Prior to the rostered commencement of a shift the employee shall at the earliest possible time or within 2 hours prior to commencement time of duties inform Ripples of their inability to attend due to illness and the expected duration of such illness.
- (vi) Permanent part time staff will receive sick leave on a pro rata basis.

CARERS LEAVE

- B. (i) Ripples will grant permanent employees 5 days per annum paid non cumulative leave to care for such persons as outlined in sub clauses (iii) and (iv) below.

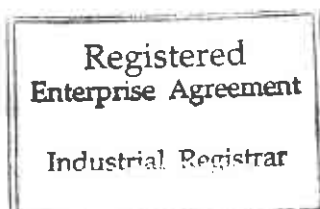
(ii) Use of Sick Leave: An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subclause (iii) below who needs the employee's care and support shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at Clause 19A Sick Leave of this agreement, 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.

(iii) 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.

(iv) The entitlement to use sick leave in accordance with this subclause is subject to:

- (a) the employee being responsible for the care of the person concerned; and
- (b) the person concerned being:

- (1) a spouse of the employee; or
- (2) a defacto 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
- (3) a child or an adult child (including an adopted child, a step child, foster child or an ex nuptial child), parent (including a foster parent, step parent and legal guardian), parents of spouse, grandparent, grandchild or sibling (including half, foster and step

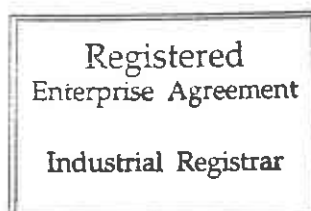


- sibling) of the employee or spouse or de facto spouse of the employee; or
- (4) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (5) a relative of the employee who is a member of the same household, where for the purpose of this paragraph:
 - (a) "relative" means a person related by blood , marriage or affinity;
 - (b) "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - (c) "household" means a family group living in the same domestic dwelling.
- (v) An employee shall, where practicable, give Ripples 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.
- (vi) Time in Lieu of Payment of Overtime: an employee may, with the consent of Ripples, elect to take time in lieu of payment of overtime accumulated in accordance with the provisions of Clause 12A of this agreement for the purpose of providing care and support for a person in accordance with sub clause (iii) above.
- (vii) Make up: An employee may elect, with the consent of Ripples, to work "make up time" under which the employee takes time off during ordinary hours, and works those hours at a later time, within the spread of ordinary hours provided in the agreement, at the ordinary rate of pay for the purpose of providing care and support for a person in accordance with subclause (iii) above.
- (viii) Annual Leave and Leave Without Pay: an employee may elect with the consent of Ripples to take annual leave or leave without pay for the purpose of providing care and support for a person in accordance with subclause (iii) above. Such leave shall be taken in accordance with clauses 17, Annual Leave and 23, Leave Without Pay of this agreement.

In all instances all other leave is to be used before Leave Without Pay.

20. MATERNITY LEAVE

- (i) (a) This clause applies to all full time and part time female employees who have had 12 months continuous service with Ripples immediately prior to the commencement of maternity leave or special maternity leave and to female casual employees who have worked on a continuous and systematic basis with Ripples for at least 12 months prior to the commencement of maternity leave or special maternity leave.
- (b) Paid maternity leave shall mean leave taken by a female employee in connection with the pregnancy or the birth of a child of the employee. Paid maternity leave consists of an unbroken period of leave.



- (c) Paid special maternity leave shall mean leave taken by an employee where the pregnancy of the employee terminates before the expected date of birth (other than by the birth of a living child), or where she suffers illness related to her pregnancy, and she is not then on paid maternity leave; provided that a medical practitioner certifies such leave to be necessary before her return to work.
- (ii) (a) An employee shall be entitled to a total of 9 weeks paid maternity leave on special maternity leave on full pay; or 18 weeks maternity leave or special maternity leave on half pay; or maternity leave or special maternity leave on a combination of full pay and half pay provided the leave does not exceed the equivalent of 9 weeks on full pay.
(b) The employee may choose to commence paid maternity leave before the expected date of the birth.
- (iii) (a) Annual leave, long service leave, unpaid maternity leave and any accumulated time in lieu may be taken in conjunction with paid maternity leave and special maternity leave subject to Ripples approval, provided that the total period of leave does not exceed 52 weeks.
(b) The period of paid maternity leave is taken into account when calculating the employee's long service, annual and sick leave accruals.
(c) Paid maternity leave may not be extended beyond the first anniversary of the child's birth.
- (iv) Payment for maternity leave and special maternity leave is at the ordinary rate applicable prior to the commencement of the leave period. Employees working as permanent part time employees will be paid at their ordinary part time rate of pay calculated on the regular number of hours worked. A casual employee's rate of pay will be calculated by averaging the employee's weekly wage in the 12 months immediately prior to the employee commencing paid maternity leave or special maternity leave.
- (v) Paid maternity leave and special maternity leave shall be exclusive of public holidays.
- (vi) Notice of intention to take paid maternity leave

The employee must:

- Provide Ripples with certification of the expected date of confinement at least 10 weeks before the child is due. This is known as the first notice.
 - Advise Ripples in writing of her intention to take paid maternity leave and the proposed start date at least 4 weeks prior to that date. This is known as the second notice
 - Provide a signed statutory declaration that the employee will be the primary care giver to the child and that the paid maternity leave will not be taken in conjunction with any partner accessing paid parental leave entitlements.
- (vii) The employee will not engage in any other form of paid work during the period of paid maternity leave without the approval of the General Manager.



- (viii) Subject to an application by Ripples and further order of the Industrial Relations Commission of New South Wales, Ripples may pay a lesser amount (or no amount) of maternity leave or special maternity leave that that contained in this clause where Ripples can demonstrate economic hardship.

21. SPECIAL LEAVE

(i) Bereavement Leave

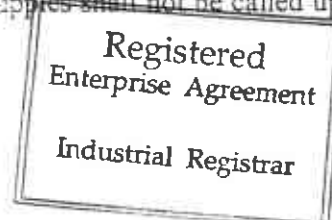
Where an employee is absent from duty because of the death of a person in accordance with paragraphs (a) – (e) below and provides satisfactory evidence to Ripples of such, the employee shall be granted three days leave with pay upon application.

Persons in respect of whom bereavement leave may be claimed shall include:

- (a) a spouse of the employee; or
 - (b) a defacto spouse, who, in relation to a person, is a person of the opposite sex of 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, foster child or an ex nuptial child), parent (including a foster parent, step parent and legal guardian), parents of spouse, grandparent, grandchild or sibling (including half, foster and step 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 paragraph;
 - (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 or the other; and
 - (3) “household” means a family group living in the same domestic dwelling.
- (ii) Jury Service – An employee required to attend for jury service during their ordinary working hours shall be reimbursed the amount equal to the difference between the amount paid in respect of their attendance for jury service and the amount of wage they would have received in respect of the ordinary time they would have worked had they not been on jury service.

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

- (iii) An employee who has been sponsored by the Union to attend a course of training conducted by or with the support of the Trade Union Training Authority, shall be entitled to paid leave of absence to attend such course; provided that Ripples shall not be called upon to pay more than



10 days leave per calendar year irrespective of the number of Ripples employees who attend the aforementioned courses.

22. OCCUPATIONAL HEALTH AND SAFETY TRAINING

Where paid leave is available under relevant State legislation for Occupational Health and Safety training, the leave shall be granted to all employees without loss of pay.

23. LEAVE WITHOUT PAY

- (i) Leave without pay will be at the discretion of the General Manager of Ripples.
- (ii) Periods of leave without pay, taken at a time mutually convenient to Ripples and the employee, shall not be regarded as service for the purpose of computing long service leave, sick leave and annual leave. Such periods of leave without pay shall not however, constitute a break in the employee's continuity of service.
- (iii) Where an employee is absent from work on approved leave without pay, they shall not be entitled to payment for any holiday which occurs during the period of absence.

24. TRAINING AND DEVELOPMENT

Permanent/permanent part time employees only

Casual staff will be required to pay for their own training

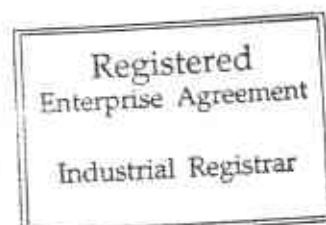
(a) TRAINING AND DEVELOPMENT

The parties to this Agreement recognise that in order to increase the efficiency and productivity of the industry a greater commitment to training and skills development and maintenance is required.

Accordingly, the parties commit themselves to:

1. develop a more highly skilled and flexible workforce;
2. providing employees with opportunities through appropriate education and training to acquire additional skills.

- (b) All employees shall have reasonable and equitable access to education and training, such education and training shall:
 - (i) be consistent with Ripples training plan



- (ii) enable employees to acquire the range of skills they are required to apply in their positions.

(c) Training Plan and Budget

- (i) Ripples shall develop a training plan and budget consistent with:

1. the current and future skill requirements of Ripples
2. the size, structure and nature of the operations of Ripples
3. the need to develop vocational skills relevant to Ripples and the aquatic and recreation industry.

(ii) In developing the training plan, Ripples shall have regard to departmental and individual training needs.

(iii) The training plan shall be designed in consultation with the staff consultative committee.

(iv) The training plan, shall provide for the assessment and recognition of employee's current competencies where possible.

(v) Selection of participants to receive Ripples required training in accordance with Ripples training plan is to be based on merit and the needs of the employee as identified in the employee's performance appraisal.

- (d) If an employee is required by Ripples to undertake training in accordance with the Ripples training plan:

- (i) Ripples shall grant the employee paid leave to attend course requirements including examinations where the training is undertaken during normal working hours.

- (ii) Where the course requirements contain more than a 15% off-the-job component calculated over any 12 month period the extent to which Ripples will grant paid leave to attend such course requirements shall be specified in the training plan.

- (iii) Ripples shall pay course fees at the commencement of each stage but shall not pay course fees if the employee is repeating

- (iv) Ripples shall either provide transport or pay reasonable travelling expenses to enable employees to attend course requirements. Reasonable travel arrangements shall be agreed.

- (v) Where an employee is required to complete major assignments(s) council and the employee shall agree upon appropriate flexible work and study arrangements as are practicable.

(e) Ripples may grant an employee undertaking a course consistent with Ripples training plan, although not at Ripples requirement, leave with pay or leave without pay to attend course requirements provided that the employee gives reasonable notice of such



requirements. Where the employee is not granted such leave Ripples shall give preference in granting annual leave or other accrued leave to attend course requirements provided that the employee give reasonable notice of such requirements. Ripples may pay course fees at its discretion.

(f) Development of a Competency Based Training System

- (i) The parties to the agreement are committed to the development of a competency based system of vocational education and training consistent with the requirements of the aquatics and recreation industry. Such a system involves the delivery, assessment and certification of training being related to the identification and demonstrated attainment of the knowledge, skills and their application required for effective performance in work at the required level, as defined in industry endorsed competency standards.
- (ii) The parties shall continue to participate in the development of a competency based training system to ensure that the following are achieved:
 - (1) that the competency standards developed provide the specification of the knowledge and skill and the application of that knowledge and skill to the standards of performance required in employment.
 - (2) That competency standards are reviewed in a systematic manner to ensure that they remain relevant to the actual needs of the industry.
 - (3) That accredited courses and training programs deliver the required competencies and to ensure that assessment processes measure an employee's competency against prescribed standards of performance. These processes involve recognition of prior learning and assessment mechanisms.
 - (4) That certification provides employees with formal recognition of the competencies they have achieved and demonstrated.

PART A – QUALIFICATIONS

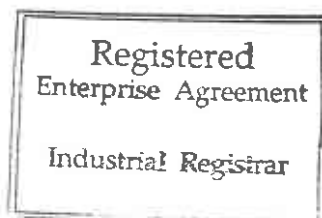
Staff are required to obtain initial essential qualifications at their own cost and during their own time or time which may be agreed to by Ripples. This will include a First Aid Certificate for all staff.

(a) CASUAL

All qualifications met by the employee at the employee's cost.

(b) PERMANENT AND PART TIME

Subsequent requalification course costs will be met by Ripples. Staff will be rostered off to attend courses for reaccreditation. Ripples will give each permanent employee 2 paid training days per annum.



PART B – EDUCATION ASSISTANCE POLICY AND PROCEDURE

The policies and procedures outlined are in line with current circumstances and address the financial issues in relation to additional costs created under FBT legislation.

The payment of any allowance will be made through the pay system as a taxable allowance to avert any requirement for Ripples to incur additional FBT expense. The purpose of the Educational Assistance Policy is to encourage participation in courses of study that will improve employees knowledge and skills and will assist them to become more effective members of their team. Any assistance will be in accordance with this policy.

Applies to permanent staff only

All applications for assistance must be recommended by the Department Head and be work related.

Each case will be based on its own merit and no precedent set by past example

Allowance will only be paid after the formal notification of results have been received by Ripples and where successful completion of all units have been made.

It is the responsibility of each student to meet the Higher Education Contribution Scheme fees (HECS), administration fees or tuition fees

Payments will be made through the pay system as a taxable allowance to students

At the discretion of management, employees may be granted leave when it is necessary for them to meet course requirement, eg examinations. This is not to include enrolment, graduation, lectures, tutorials, residential schools, except where there is appropriate accrued leave

Some variation to work hours to allow the employee to complete the course may be allowed

Co-ordinators will require a statement of attendance from the institution at the end of each semester.

General Guidelines

All permanent staff who wish to be considered eligible for educational assistance will need to meet the following:

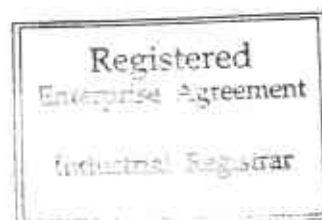
Application for educational assistance will only be considered after the application form has been submitted with the recommendation of the Department Head

Tertiary Institution applications should be lodged prior to the commencement of studies

Management may recommend particular studies if relevant to the employees work or identified career path and beneficial to Ripples

Copies of receipts for expenditure incurred should be attached to the application form

Allowances will only be paid on the successful completion of each stage of a course of studies



When examination results are provided and the applicant is seen to have been successful the allowance will be paid to the student through the pay system as taxable allowance.

The General Manager has the final discretionary power.

Under Graduates/Post Graduates:

Undertaking a full/part time workload will be paid at the following rates per year:

TAFE – Certificate	\$150
TAFE – Associate Diploma	\$300
4 unit per year University Degree or Diploma	\$500
6 unit per year University Degree or Diploma	\$700

Note:

Employees are reminded that any allowance will be shown on their Group Certificate and must be included on personal income tax returns. Deductions may be claimed for allowances in accordance with taxation rulings that exist at the time.

In recommending an application for education assistance that involves a variation of work roster, each Department Head will determine what is possible to allow the employee to complete the course as well as their commitment to Ripples.

25. PERFORMANCE EVALUATION AND REWARD

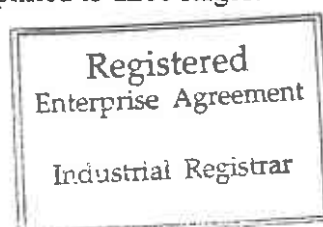
- (i) The objective of performance development is to enhance the performance of Ripples. All employees need to know and have confirmed the role, accountabilities and performance standards that are expected of them. Role clarity, acceptance of goals and regular feedback are essential to effective performance.

A key aim should be to provide a means of recognising and rewarding high performance and to provide an early assessment and response to substandard performance.

A review system also provides a basis for identifying development needs for individuals, and can be used as an important input to promotion decisions.

- (ii) This Agreement recognises that all employees should have on-going feedback about performance. The success of Ripples ultimately depends upon the collective sum of individual job performance.

The performance development process can be simplified to three stages:



1. Joint development on objectives and performance standards;
2. progress reviews; and
3. a formal performance review which is followed by decisions and outcomes.

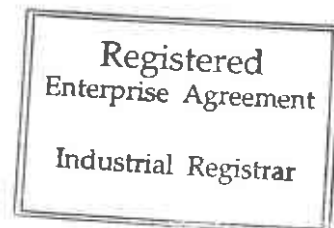
26. TERMINATION OF EMPLOYMENT

- (i) An employee shall give to Ripples two weeks notice of their intention to terminate their employment. If no such notice is provided (by Permanent employees), Ripples shall be entitled to deduct pay equivalent to the required notice from any entitlements payable under this Agreement.
- (ii) Ripples and the employee may agree to a shorter period of notice in special circumstances
 - (iii) Ripples shall give to an employee a period of notice of termination in accordance with the following scale or by payment in lieu thereof:

EMPLOYEE'S PERIOD OF CONTINUOUS SERVICE	PERIOD OF NOTICE
Less than 2 years	At least 2 weeks
2 years and less than 3 years	At least 3 weeks
3 years and less than 5 years	At least 4 weeks
5 years and beyond	At least 5 weeks

- (iv) Where termination is due to misconduct payment will be made up to the date of termination. No payment in lieu will be made as per clause (iii)
- (v) Termination of employment shall not be harsh, unjust or unreasonable.
- (vi) Termination payment will be paid to the employee the pay period after termination, provided the relevant returns are made.

Refer also to Clause 33 Workplace Change & Redundancy



27. GRIEVANCE AND DISPUTES PROCEDURE

- (i) At any stage of the procedure, the employee(s) may be represented by their union or its local representative and Ripples represented by its nominated representative.
- (ii) A grievance or dispute shall be dealt with as follows:

(a) The employee(s) shall notify the supervisor of any grievance or dispute and the remedy sought, in writing.

(b) A meeting shall be held between the employee(s) and the supervisor to discuss the grievance or dispute and the remedy sought within two working days of notification.

(c) If the matter remains unresolved, the employee(s) may request the matter be referred to the head of the department or other authorised officer for discussion. A further meeting between all parties shall be held as soon as practicable.

(d) If the matter remains unresolved the General Manager shall provide the employee(s) with a written response. The response shall include the reasons for not implementing any proposed remedy.

(e) Where the matter remains unresolved, it may be referred to the employee's union or representative and representative(s) of Ripples for further discussion between the parties.

(iii) The Industrial Registrar may be advised of the existence of a dispute at any stage of this procedure.

(iv) During this procedure and while the matter is in the course of negotiation, conciliation and / or arbitration, the work practices existing prior to the dispute shall as far as practicable proceed as normal.

28. DISCIPLINARY PROCEDURES

A. EMPLOYEE'S RIGHTS

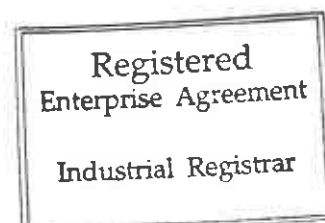
Notwithstanding the procedures below, an employee shall:

(i) Have access to their personal files and may take notes and / or obtain copies of the contents of the file.

(ii) Be entitled to sight, note and / or respond to any information placed on their personal file which may be regarded as adverse.

(iii) Be entitled to make application to delete or amend any disciplinary or other record mentioned on their personal file which the employee believes is incorrect, out-of-date, incomplete or misleading.

(iv) Be entitled to request the presence of a Union representative and / or the involvement of their Union at any stage.



- (v) Be entitled to make application for accrued leave (if available) for whole or part of any suspension during the investigation process.

B. EMPLOYER'S RIGHTS AND OBLIGATIONS

Notwithstanding the procedures contained below, Ripples shall:

- (i) Be entitled to suspend an employee with or without pay during the investigation process provided that:
 - (a) If, after investigation, the reasons for the suspension are found to be inappropriate, the employee shall not suffer any loss of pay for the period under suspension.
 - (b) The suspension shall not effect the employee's continuity of service for the purpose of accruing leave entitlements.
 - (c) Ripples shall not unreasonably refuse an application for paid leave under this provision.
 - (d) By agreement an employee may be transferred to another position or place of work.
- (ii) Properly conduct and speedily conclude an investigation into the alleged unsatisfactory work performance or conduct.
- (iii) Be entitled to take other disciplinary action before and / or during the procedures in cases of misconduct or where the employee's performance warrants such action.
- (iv) In appropriate circumstances be entitled to terminate an employee's services in accordance with Clause 26 of this agreement.
- (v) Be entitled to request the presence of a Union representative at any stage.

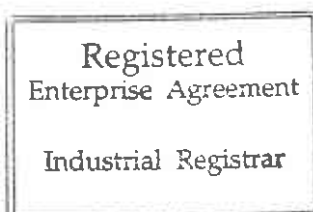
C. PROCEDURES

- (i) Where an employee's work performance or conduct is considered unsatisfactory, the employee shall be informed in the first instance of the nature of the unsatisfactory performance or conduct and of the required standard to be achieved, by the employee's immediate supervisor or other appropriate officer of Ripples.

Unsatisfactory work performance or conduct shall include, but not be limited to, neglect of duties, breach of discipline, absenteeism and non-compliance with safety standards. A written record shall be kept on the appropriate file of such initial warning. The employee shall be entitled to sight and sign such written record and add any notations regarding the contents of such record.

- (ii) Where there is re-occurrence of unsatisfactory work performance or conduct, the employee shall be warned formally in writing by the appropriate officer of Ripples and counselled.

Counselling should reinforce the standard of work or conduct expected and, where the employee is failing to meet these required standards, a suitable review period for monitoring the employee's performance; the severity of the situation; and whether disciplinary action will follow should the employee's work performance or conduct not improve. A written record shall be kept of such formal warning and counselling. The employee shall be entitled to sight and sign such written record and add any notations regarding the contents of such record.



- (iii) If the employee's unsatisfactory work performance or conduct continues or resumes following the formal warning and counselling, the employee shall be given a final warning in writing giving notice of disciplinary action should the unsatisfactory work performance or conduct not cease immediately.
- (iv) If the employee's work performance or conduct does not improve after the final warning further disciplinary action may be taken.

D. PENALTIES

After complying with the requirements above, Ripples may:

- (i) Demote the employee to a lower paid position, provided that the employee shall not suffer a reduction in the rate of pay until the pay period following the date of the demotion.
- (ii) Suspend an employee without pay from work for a specified period of time.
- (iii) Terminate the employment of the employee.

29. EXPENSES AND ALLOWANCES

- (i) All reasonable out-of-pocket and travelling expenses incurred by an employee in the discharge of his duties shall be paid by Ripples and, where practicable, in weekly or fortnightly payments. The method and mode of travelling or the vehicle to be supplied shall be arranged by Ripples.
- (ii) Where by mutual arrangement an employee supplies his own mode of conveyance or other equipment the allowance to be made for the use and depreciation of such conveyance and / or equipment shall be mutually agreed upon between Ripples and the employee, and in the case of a motor vehicle shall not be less than:-
60 cents per kilometre travelled on official business, regardless of engine capacity.

(iii) Interstate or Intrastate Conditions

- a. An employee required to work at a distance which makes it impracticable for him to return home on the same day, shall be paid an allowance of \$75 per day, living away from home expenses plus an ordinary days pay or part thereof.
- b. Ripples shall cover cost of accommodation (bed and breakfast) to a 3-31/2 star standard hotel/motel or its equivalent.

30. WAGE RECORDS

Ripples shall keep a record of all times worked by each employee and the wages paid to each employee from week to week. Such records shall be retained for a period of not less than 6 years and shall be made available for inspection and copying by that employee or the Union.



31. SUPERANNUATION

Ripples shall make a Superannuation contribution for each employee as per the Superannuation Guarantee Levy legislation.

32. STAFF ESTABLISHMENT

(i) It is envisaged that the following minimum numbers are to be maintained whilst the centre is conducting business given the nature of the industry and its dependence on the weather.

Aquatics: 9 permanent staff & 3 part-time staff

Administration: 3 permanent staff and 4 part time staff

Café: 2 part time staff

Fitness Centre: 1 full-time and 2 part-time staff

Children's programmes: 1 part-time staff

(ii) The above minimum numbers are at this time seen to be that which are required to open the facility and maintain a professional service, given that should there be a significant downturn in business operations at any time due to circumstances beyond the control of Ripples management these numbers may need to be reviewed. Formal notification will be sent to the Union prior to any amendments taking place. Ripples reserves the right to direct staff to work in other areas of the Centres where their skills and qualifications allow.

33. WORKPLACE CHANGE & REDUNDANCY

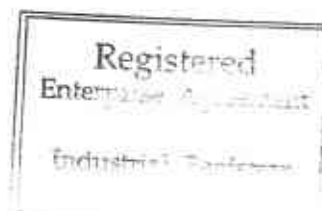
Ripples Duty to Notify

- (a) Where Ripples has made a definite decision to introduce major changes in production, programme, organisation structure or technology that are likely to have significant effects on employees, Ripples shall notify the employees who may be affected by the proposed changes and the Union.
- (b) "Significant effects" include termination of employment, major changes in the composition, operation or size of Ripples workforce or in the skills required, the elimination or diminution of opportunities, promotion opportunities or job tenure, 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 the alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

(ii) Ripples Duty to Discuss Change

- (a) Ripples shall discuss with the employee(s) affected and the Union, inter alia, the introduction of changes referred to in sub clauses (i)(a) and (b) of this clause, what affects the changes are likely to have on the employee(s) and measures to avert or mitigate the adverse changes on the employee(s) and shall give prompt consideration to matters raised by the employee(s) and / or the Union in relation to the changes and may reconsider its original decision.



- (b) The discussion shall commence as early as practicable after a definite decision has been made by Ripples to make the changes referred to in sub clause (i)(a) and (b) of this clause.
- (c) For the purposes of the discussion, Ripples shall provide to the employee(s) concerned and the Union, all relevant information about the changes including the nature of the changes proposed the expected effects of the changes on the employee(s) and any other matters likely to affect the employee(s).

(iii) Discussion Before Termination

- (a) Where Ripples has made a definite decision that it no longer wishes the job the employee has been doing done by anyone pursuant to subclause (i)(a) and (b) of this clause and that the decision may lead to the termination of employment, Ripples shall hold discussions with the employee directly effected and with the Union.
- (b) The discussion shall take place as soon as it is practicable after Ripples has made a definite decision which will invoke the provision of paragraph (a) of this subclause and shall cover, inter alia, any reasons for the proposed termination, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of the terminations of the employee(s) concerned. Measures to mitigate the adverse effect on employees may include consideration of re-training opportunities, redeployment, recruitment advice, provision of additional notice, access to an employee assistance programme, financial advice and such other assistance as may be reasonably available.
- (c) For the purposes of the discussion, Ripples shall, as soon as practicable, provide to the employee(s) concerned and the Union, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and category of employee(s) likely to be effected and the number of employee(s) normally employed and the period over which the terminations are likely to be carried out. Provided that Ripples shall not be required to disclose confidential information the disclosure of which would adversely affect Ripples.

(iv) Notice to Centrelink

Where a decision has been made to terminate employees, Ripples shall notify Centrelink 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.

(v) Notice of Termination

- (a) Five weeks notice to terminate or pay in lieu thereof shall be given.
- (b) Where an employee is to be terminated because of the introduction of technology the employee shall be entitled to the following:
 1. Three (3) months notice of termination
 2. Payment in lieu of the notice in paragraph 1. above. Provided that the employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
 3. Notice or payment of notice under this paragraph shall be deemed to be service with Ripples for the purposes of calculating leave entitlements under this agreement.

(vi) Severance Pay

- (a) This subclause shall apply where an employee is terminated due to redundancy. Ripples shall be exempt from the operation of this subclause where the employee concerned has been offered, but has refused to accept, an alternative position within the Company's organisation structure of comparable skill and accountability levels and remuneration no less than the position previously held by the employee.

- (b) In addition to any required period of notice, and subject to subclause (v) of this clause, the employee shall be entitled to the following:

Completed Years of Service with Ripples	Entitlement
Less than 1 year	Nil
1 year and less than 2 years	5 weeks pay
2 years and less than 3 years	9 weeks pay
3 years and less than 4 years	13 weeks pay
4 years and less than 5 years	16 weeks pay
5 years and less than 6 years	19 weeks pay
6 years and less than 7 years	22 weeks pay
7 years and less than 8 years	25 weeks pay
8 years and less than 9 years	28 weeks pay
9 years and less than 10 years	31 weeks pay
10 years and thereafter	34 weeks pay

- (vii) During a period of notice of termination given by Ripples, an employee shall be allowed leave to attend interviews without loss of pay during each week of notice for the purpose of seeking other employment. Ripples requires that the employee shall provide proof of attendance at an interview.
- (viii) If the employee agrees to be redeployed by Ripples into a lower paid position, the employee's existing salary and conditions shall be maintained for a period equivalent to the amount of notice and redundancy pay that the employee would be entitled to under this Agreement. Provided that should the employee resign during the period of salary maintenance, as provide for by this subclause, the balance of any notice and redundancy pay that the employee would have been entitled to for the remainder of the period of salary maintenance shall be paid on termination.
- (ix) Ripples shall, upon receipt of request from an employee to show employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification or type of work performed by the employee.
- (x) Ripples 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 the Department of Social Security.
- (xi) In the event that Ripples determines that a position is redundant, Ripples where practicable, shall firstly offer such redundancy on a voluntary basis.
- (xii) Subject to an application by Ripples and further order of the Industrial Relations Commission in New South Wales, Ripples may pay a lesser amount (or no amount) of severance pay than that contained in sub clause (v) above if Ripples obtains acceptable alternative employment for an employee.

34. UNIFORMS

- (i) Permanent rostered staff, shall be provided full uniform as designated, at no cost to the employee, including replacement of articles, worn or damaged, whilst being used in the manner intended. These uniforms must be returned prior to obtaining final termination payment.
- (ii) Permanent part-time staff, shall be entitled to uniform as designated, at no cost to the employee, including replacement of articles, worn or damaged, whilst being used in the manner intended. These uniforms must be returned prior to obtaining final termination payment.



- (iii) Casual staff will purchase their uniforms and maintain them. These purchases will be noted on group certificates for taxation purposes.
- (iv) Permanent Casual staff will have a uniform provided after 12 months service as required for their designated area of employment.

35. CONSULTATIVE COMMITTEE

The Consultative Committee is established with representation elected from all sections of Ripples to attend monthly meetings.

Minutes of these meetings will be distributed and placed on staff notice boards.

A Chairperson will be elected from the representatives and this person will hold the chair for a maximum of twelve (12) months to allow all Consultative Committee members an equal opportunity to act as Chairperson.

A. AIM

- (i) The parties to the agreement are committed to securing the benefits of structural efficiency through the establishment of consultative and participative processes.
- (ii) Ripples shall establish a Consultative Committee to provide a forum for consultation between Ripples and its employees to positively co-operate in the implementation of agreement restructuring and ensuring workplace reform to enhance the efficiency and productivity of Ripples and to provide employees with access to career opportunities and more fulfilling, varied and better paid work.

B SIZE AND COMPOSITION

- (i) (a) The size and composition of the Consultative Committee shall be representative of Ripples' workforce and agreed to by Ripples and the local representatives from the Federated Municipal and Shire Council Employees' Union of Australia, New South Wales Division.

OR

- (b) One person representing a department. These being:
 - Aquatics
 - Learn to Swim
 - Reception
 - Café
 - Fitness
 - Children's Programmes



(c) Management representative(s) on the Consultative Committee shall be nominated by Ripples Management.

(iii) Officers of the Union(s) or Board members may attend and provide input to meetings of the consultative committee if requested by the Committee.

C. SCOPE OF CONSULTATIVE COMMITTEES

(i) The functions of the consultative committee shall include but not be limited to:

- (a) award implementation
- (b) training
- (c) consultation with regard to organisation restructure
- (d) job redesign
- (e) salary systems
- (f) communication and education mechanisms
- (g) performance management systems
- (h) hours of work

D. MEETINGS AND SUPPORT SERVICES

(i) The consultative committee will make recommendations based upon consensus. Where there is no consensus on a particular item, the recommendation to Ripples should note the dissenting views.

(ii) Potential problems should be identified and resolved at the local level. Failing this, the matter should in the first instance be referred to the General Manager, and if necessary, resolved in accordance with Clause 27, Grievance and Dispute Procedures set out in this agreement.

(iii) The Consultative Committee shall adopt a constitution which shall include, but not be limited to, the election of the Chairperson and Secretary, meeting frequency, support services, access to information and communication with constituents.

(iv) All members of the Consultative Committee should undergo appropriate training and education to effectively understand and participate in the Consultative Committee.

36. CHILD MINDING

Free child care for staff rostered to work at any one time will be available. There will be a maximum of 4 staff positions of 3 hours free creche use. Hours in excess of this will attract the existing rates as for casual Ripples users. Restrictions apply during the hours 9am - 1pm and may apply at other times based on the needs of the service.

37. SALARY SACRIFICE

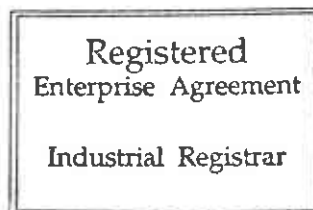
1. Ripples and a permanent employee may agree to sacrifice a portion of the pre-tax ordinary pay as prescribed by this agreement to the value of the benefits as identified in sub-clause (2) of this clause. Such agreement shall not be unreasonably withheld.



2. Benefits that may be salary sacrificed are:
 - (i) child care
 - (ii) additional superannuation
 - (iii) any other benefit approved by the Board of Directors
3. The value of the benefits shall be agreed between Ripples and the employee and shall include fringe benefits tax where applicable.
4. The benefits to be salary sacrificed and their value shall be in writing and signed by both Ripples and the employee.
5. Except as otherwise agreed, the employee may request in writing to change the benefits to be salary sacrificed once per year and Ripples shall not unreasonably refuse the request.
6. An amount equal to the difference between the employee's ordinary pay as prescribed by the agreement and the value of the benefits received by the employee shall be paid by Ripples to the employee.
7. The employee is responsible for seeking appropriate financial advice when entering into any arrangement under this clause.
8. Ripples will ensure that the salary sacrifice arrangement complies with taxation and other relevant laws. Ripples has the right to vary and/or withdraw from offering salary sacrifice to employees with appropriate notice if there is any alteration to relevant legislation that is detrimental to salary sacrifice arrangements.
9. The value of the benefits shall be treated as an approved benefit for superannuation purposes and shall not reduce the employee's superable salary.
10. Nothing in this clause shall affect the right of Ripples to maintain or enter into more beneficial arrangements with respect to salary sacrifice for employees.

38. FUTURE NEGOTIATIONS

The parties agree to commence negotiations on a new Agreement no later than 6 months prior to the expiration of this Agreement. If negotiations for a new Agreement do not proceed productively the parties agree that pay increases and conditions specified in the Local Government (State) Award shall apply and not be absorbed.



39. SIGNATORIES

This Agreement is made at _____ on this _____ day of _____ Two Thousand and Two.

Signed for and on behalf of the City of Penrith Regional Indoor Aquatic and Recreation Centre Ltd.

Geoff Jata
General Manager

In the presence of

Smlean

Signed for and on behalf of the Board of Directors of the City of Penrith Regional Indoor Aquatic and Recreation Centre Ltd.

[Signature]
Chairman

In the presence of

Smlean,

Signed for and on behalf of the Federated Municipal and Shire Council Employees' Union of Australia, New South Wales Division

[Signature] 13/12/02
General Secretary

In the presence of

[Signature]
13/12/02

