

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA 97/70

I.R.C. NO: 97/1639

DATE APPROVED/COMMENCEMENT: 16 April 1997

TERM: 2 years

NEW AGREEMENT OR

VARIATION: New. Replaces EA 16/96



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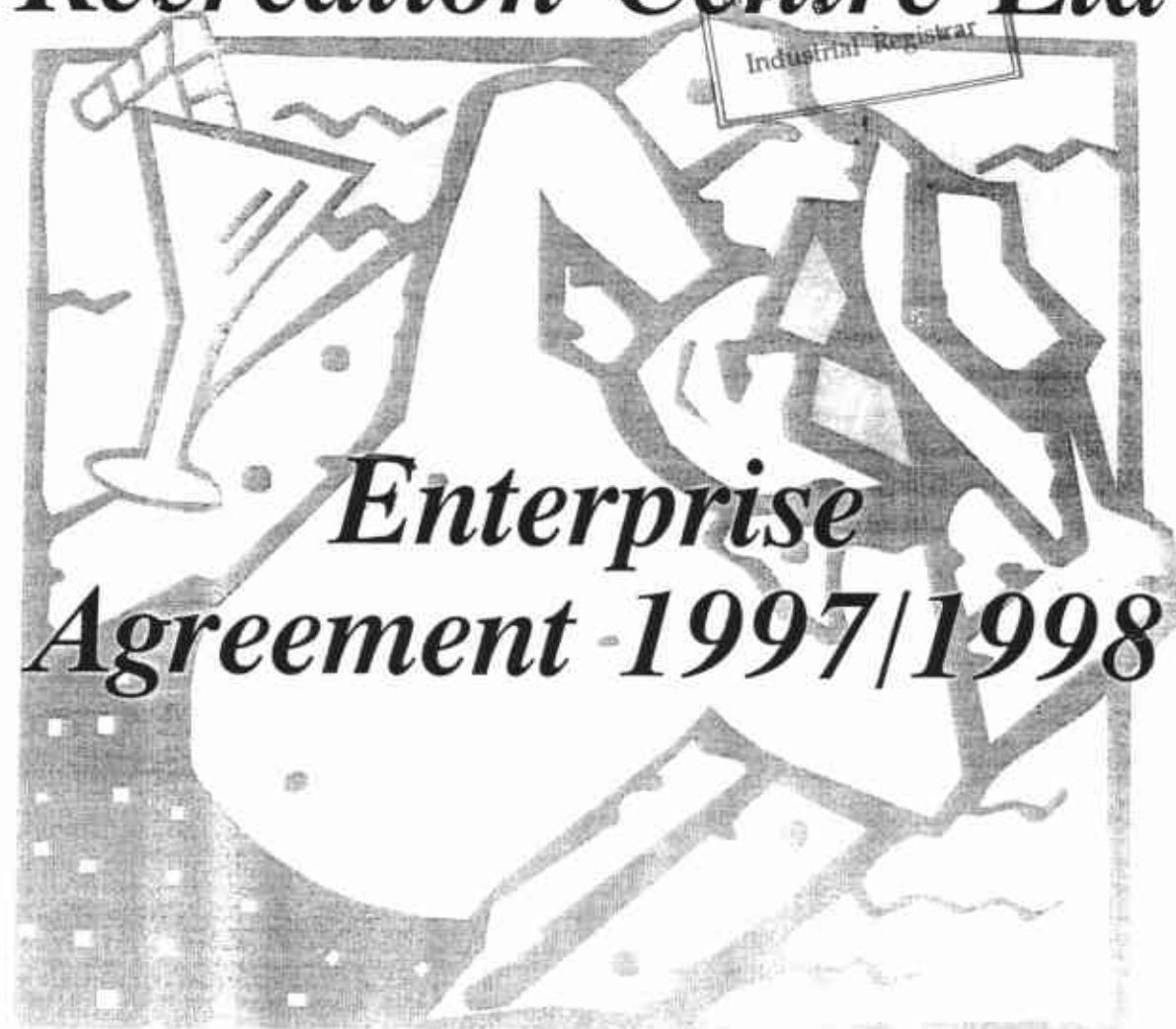
TITLE: City of Penrith Regional Indoor Aquatic and Recreation Centre Ltd Agreement 1997/1998

COVERAGE/DESCRIPTION OF

EMPLOYEES: To apply to all persons employed by Ripples Aquatic Centre.

PARTIES: Ripples Aquatic Centre -&- Federated Municipal and Shire Council Employees' Union of Australia, New South Wales Division.

*City of Penrith
Regional Indoor
Aquatic and
Recreation Centre Ltd*



*Enterprise
Agreement - 1997/1998*

"Ripples"

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1. AREA, INCIDENCE AND DURATION

This Agreement will apply to all persons employed by "Ripples" and will be known as the City of Penrith Regional Indoor Aquatic and Recreation Centre Ltd Agreement 1997/1998.

The parties to this Agreement shall be "Ripples" and the Federated Municipal and Shire Council Employees' Union of Australia, New South Wales Division as agent for all employees.

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 increase from the first pay period after that date.



2. 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;
- achieve greater flexibility in workplace practices; and
- eliminate discrimination.

3. 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) "Gender" - Masculine Gender is used through this document and refers to both sexes.

4. DURESS

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

5. 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.
- (ii) Commencing and finishing times within the ~~spread of ordinary hours~~ in subclause (i) of part A of this clause may be altered by "Ripples". Hours of work will be flexible and may require shift work (see Note (iv)).
- (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.
- (iv) All employees shall be notified of their working shifts by means of a roster placed in a convenient accessible position for each employees perusal. Maximum notice shall be given to employees should any alteration of working hours be intended.
- (v) Employees under the age of 18 shall not be rostered for duty before 5.00 am or after 11.00 pm.

B. Arrangement of Hours

- (i) The ordinary hours of work for all employees shall be 38 hours per week arranged on the following bases:
- 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 be granted; or
 - d. 152 hours within four weeks provided that at least eight days off shall be granted.

6. HIGHER DUTIES

- (i) An employee required to work in a higher classification for more than 5 consecutive shift periods in each 3 weekly cycle shall receive the minimum rate for such classification for each period so worked.
- (ii) When staff are required to work in a higher capacity the actual time worked will be paid at the higher rate of pay.
- (iii) In addition staff members must be fully qualified whilst acting up to a higher rate of pay being paid to the incumbent of the position.
- (iv) In addition staff members who are not fully qualified whilst acting in a higher grade position will receive payment at the next lowest salary level from the present incumbents position or 80% of the present incumbents rate of pay or the current pay rate for the position whichever is the higher.
- (v) Staff in acting higher duties will be paid their permanent rate of pay when accessing any of their accrued leave whilst in the acting higher duty role.
- (vi) Staff acting in higher grade duties will received public holidays at their permanent position rate of pay.

7. OVERTIME

A. General

- (i) Except where otherwise provided, all time worked by direction before the agreed commencement of ordinary 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) Staff will receive 2 days off as referred to in Clause 5 Hours of Work for each multiple of 38 hours.
 - a. The first day of these R.D.O.s will be considered to be Penalty Day 1 and staff requested to work this day will be paid time and a half.
 - b. The second day of these R.D.O.s will be considered to be Penalty Day 2 and staff requested to work on this day will be paid double time.
- (iii) 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.

- (iv) 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.
- (v) A 20 hour limit of leave in lieu accrual is to be placed on each employee. Any time in excess of this will be paid at the current penalty rates as in item no. (i).

N.B. time in lieu for work at the standard rate of pay will be accrued at standard time.

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 reasonable meal of the employees' choice at the "Ripples Cafe."



8. USE OF SKILLS

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.

9. EMPLOYMENT

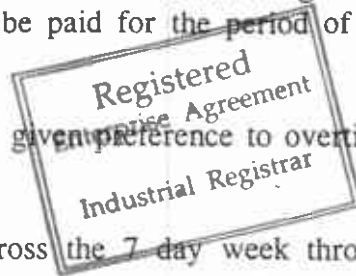
A. PART-TIME EMPLOYMENT

- a. A part-time employee 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.
- b. Such employee 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 part-time employee would have regularly worked, the employee shall be paid for the hours normally worked on that day. Should "Ripples" require staff to work on a public holiday then the appropriate overtime rate will apply.

B. CASUAL EMPLOYMENT

- a. A casual employee shall mean an employee engaged on an hourly basis.
- b. A casual employee shall be paid a twenty 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.

- c. A casual employee shall not replace a permanent employee of "Ripples" on a permanent basis.
- d. A casual employee with the exception of those nominated under subclause (e) of Clause 9 shall be engaged for a minimum of 2 hours. In the case of emergency situations casuals may be engaged for less than 2 hours but must receive at least 2 hours pay irrespective of whether they work for the full 2 hours.
- e. Casual Instructors engaged in the presentation or conducting of sports/games and Learn to Swim/Squad Coaching shall be paid for the period of the activity unless otherwise agreed.
- f. Permanent part time positions are to be given preference to overtime before it being offered to casual staff.
- g. Casual employees may be rostered across the 7 day week through the spread of hours.



10. 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.

11. HOLIDAYS

- (i) The days on which 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 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 Municipal Employees' Union. This shall not preclude non members from purchasing a Picnic Ticket from the Union at the commercial market value as determined by 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 an 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 day's leave for each such holiday which may be taken at such time as is mutually agreed to between "Ripples" and the employee. Notwithstanding Clause 7 (iv) Accumulated Leave in Lieu.

12. 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.
- (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 leave of absence in respect of any past year or years of service with "Ripples", and proportionately for the current year of service, such proportion being equal to one twelfth of the current weekly rate of pay for each completed week of service. 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 an amount equal to one-twelfth of the weekly rate payable at the date of termination.
- (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.

13. LONG SERVICE LEAVE

PERMANENT AND PERMANENT PART TIME STAFF ONLY

- (i) (a) Except as hereinafter provided, an employee to whom this Agreement applies upon completion of 10 years continuous service, shall be entitled to long service leave on full pay as follows:

Length of Service	Entitlement
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 a permanent/permanent part time employee has completed at least five years service but less than ten years service with "Ripples" resigns or is terminated for any reason other than gross misconduct "Ripples" shall pay to such employee the monetary equivalent of a proportionate amount on the basis of 1.3 weeks pay for each year of service computed in monthly periods.

(c) When the service of an employee with 10 years but less than 15 years 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 accrued Long Service Leave, less such leave already taken, computed in monthly periods and equivalent to 1.3 weeks for each year of service.

(d) When the service of an employee with 15 years or more service 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) Any entitlement to Long Service Leave under this Clause shall accumulate and be carried forward if the employee continues to be employed by the Enterprise.
- (iii) Payment to an employee proceeding on long service leave shall be made by "Ripples" when the employee enters upon the leave or as prescribed by the employee and "Ripples".

- (iv) Where, after an employee has become entitled to a period of leave, and is terminated whether by resignation, death or dismissal for any cause, the employee shall be deemed to have entered upon leave at the date of termination of such employment and shall be entitled to payment accordingly.

14. SICK LEAVE

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PERMANENT/PERMANENT PART TIME EMPLOYEES ONLY

- A. (i) Employees who have completed 1 months service with "Ripples" 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.
 - (d) In the first 3 months of service a maximum of 5 days will be paid however at the conclusion of three months service any days in excess of five and up to fifteen shall be reimbursed by "Ripples" to the employee subject to conditions outlined in Clause 15(i)(a), (b) and (c)
- (ii) Sick Leave not taken under this clause shall accumulate and be carried forward if the employee continues to be employed by the Enterprise.
- (iii) "Ripples" may request employees to attend a doctor of "Ripples" choice at "Ripples" cost.
- (iv) (a) In the event of the termination of service of an employee on account of ill-health and "Ripples" is satisfied that such ill-health renders the employee unable in the future to perform the duties of such appointed classification, the termination shall not be effected earlier than the date on which the employee's credit of sick leave at full pay shall be exhausted unless the employee is paid any accrued sick leave at full pay to which such employee would be entitled under this clause.

- (b) 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 an ex gratia payment being the monetary equivalent of any untaken sick leave standing to the employee's credit at the time of death.
- (v) 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 may 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.
- (vi) 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.
- (vii) Permanent part time staff will receive sick leave on a pro rata basis.
- B. (i) Any employee who is unable due to the sickness of a family member to attend for duty shall be entitled to up to 5 days of accrued sick leave, in accordance with Clause 15A of this Agreement on the ordinary rate of pay during each year of service. This shall be for the purpose or providing care and support for the family member. Such entitlement shall be subject to the following conditions.
- (a) the production of satisfactory evidence of illness;
- (b) the employee being responsible for the care of the family member concerned;
- and
- (c) "Ripples" shall be satisfied that the sickness is such that it justifies the time off.
- (ii) Family leave shall not accumulate beyond any one year.
- (iii) For the purposes of this clause, family shall mean parents (including foster and step-parents), grandparents, legal guardian, sister (including half, foster and step-sister), brother (including half, foster and step-brother), spouse (including de-facto partner and same sex partner), child (including step, foster child) and parents of spouse.

15. MATERNITY / PATERNITY / ADOPTION LEAVE

Maternity/Paternity/Adoption Leave shall be as provided for within the relevant provisions of the Industrial Relations Act 1996.

16. SPECIAL LEAVE

- (i) Where an employee is absent from duty because of a death in the family, they will, be granted leave with pay upon the day of the death and the day of the funeral.

For the purpose of this Clause, family shall mean parents (including foster and step-parents), grandparents, legal guardian, sister (including half, foster and step-sister), brother (including half, foster and step-brother), spouse (including de-facto partner and same sex partner), child (including step, foster child) and parents of spouse.

Proof of death will be the notice of death from the newspaper and/or equivalent.

- (ii) Jury Service - An employee required to attend for jury service during his ordinary working hours shall be reimbursed amount equal to the difference between the amount paid in respect of his attendance for 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 "Ripples" as soon as possible of the date upon which he is required to attend for jury service. Further the employee shall give "Ripples" proof of his 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 5 days leave per calendar year irrespective of the number of "Ripples" employees who attend the aforementioned courses.

17. 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 employees without loss of pay.

18. LEAVE WITHOUT PAY

- (i) 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.

Sick leave without pay will be at the discretion of the General Manager of "Ripples".

- (ii) Where an employee is absent from work on approved leave without pay, he shall not be entitled to payment for any holiday which occurs during the period of absence.

19. 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 career opportunities.

"Ripples" at the request of an employee may grant such employee undertaking a course 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" such 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.

(b) Career Path Development

This Agreement provides "Ripples" and employees the opportunity to develop career structures within and across the organisation. The emphasis of the career path is to provide and develop new skills through a structured training program to allow mobility through and across skill bands. The establishment of skill related career paths will provide an incentive for workers to continue to participate in skills formation.

To provide for genuine and equitable career path opportunities, employees covered by this agreement shall be given reasonable opportunity to progress.

(c) Multi Skilling

This Agreement aims to develop a workforce with a wide range of skills and abilities by providing employees with an opportunity to build long term career paths. It also aims to eliminate impediments to multi skilling and broadening the range of tasks which a worker may be required to perform. In this way, the Agreement ensures that work patterns and arrangements enhance flexibility and the efficiency of the organisation.

PART A - QUALIFICATIONS

(a) Casual

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

(b) Permanent and Part Time

Staff are required to obtain 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.

Subsequent requalification course costs will be met by "Ripples". Staff will be rostered off to attend courses for reaccreditation.

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.

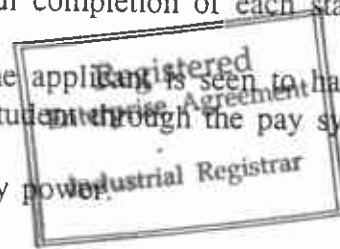
The payment of any allowance will be made through the pay system as a taxable allowance to advert any requirement for "Ripples" to incur additional FBT expense. The purpose of the Educational Assistance Policy is to encourage participation in courses of study that will improve employees knowledge and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

- * applies to full time 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 requirements, 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 full time 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 application is seen to have been successful the allowance will be paid to the student through the pay system as a 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:

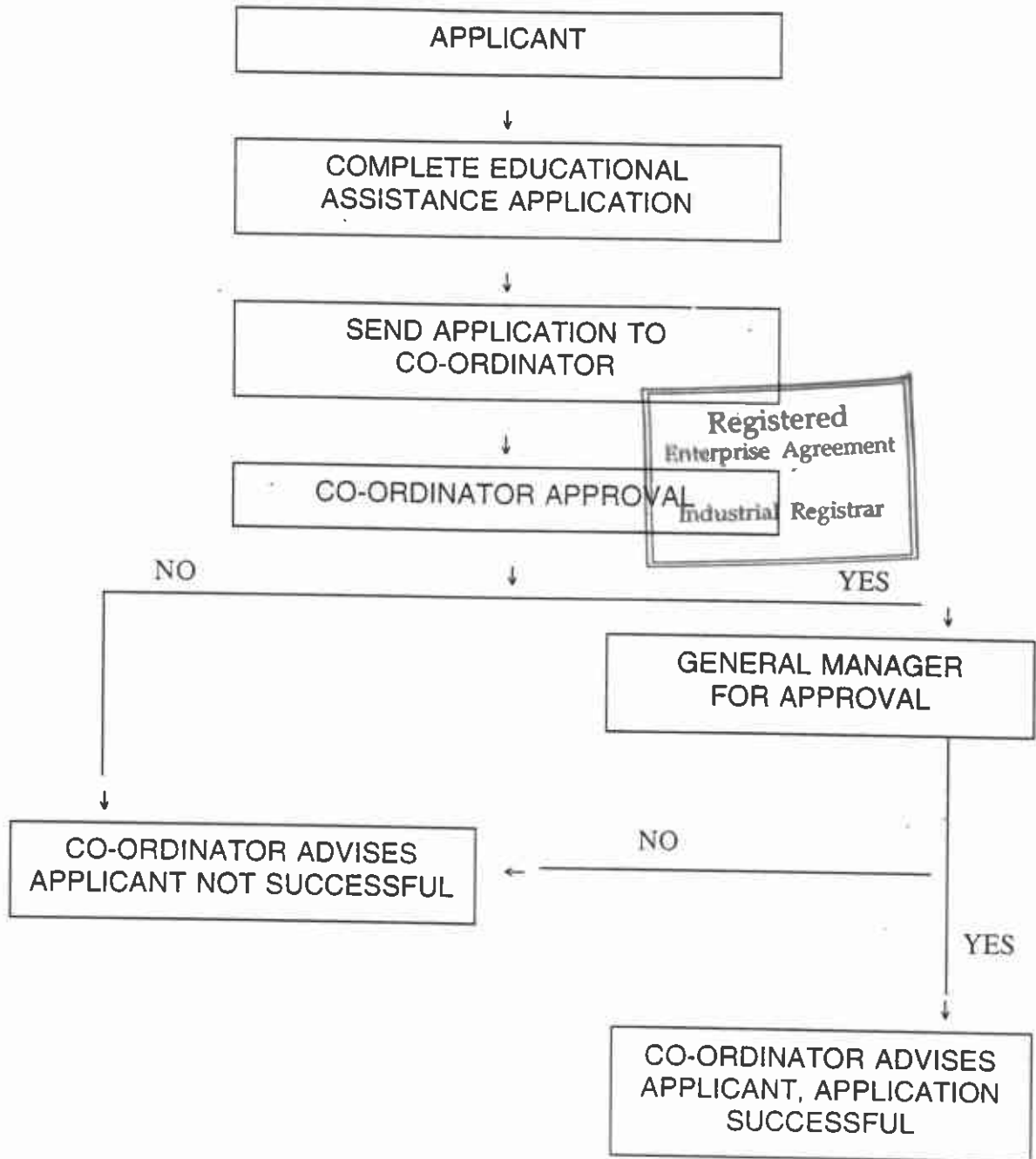
TAFE - Certificate	\$75.00
TAFE - Associate Diploma	\$185.00
4 unit per year University Degree or Diploma	\$325.00
6 unit per year University Degree or Diploma	\$490.00

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".

EDUCATIONAL ASSISTANCE



20. 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.



21. APPOINTMENT AND PROMOTIONS

- (i) An appointment or promotion to a new or vacant position within "Ripples" service shall be made in accordance with merit. When assessing the merit of the application the following criteria shall be considered:-
- (a) qualifications, specialist knowledge and skills possessed
 - (b) relevant experience in the field of the new or vacant position
 - (c) performance in previous position
- (ii) In the event that two or more applicants are equal in merit, preference of employment shall be given to an existing employee of "Ripples".
- (iii) 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.

22. TERMS OF EMPLOYMENT

(See also Clause 9)

- (i) An employee shall give to "Ripples" two weeks notice of termination of employment.
- (ii) "Ripples" shall give to an employee the following notice for termination of employment:-

Period of Continuous Service	
1 year or less	1 Week
1 year and up to 3 years	2 Weeks
3 years and up to 5 years	3 Weeks
5 years and over	4 Weeks

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In addition to this notice, employees over the age of ~~45 years with 2 years~~ continuous service shall be entitled to an additional 1 weeks notice.

- (iii) Payment in lieu of notice shall be made if the appropriate notice is not given.
- (iv) "Ripples" shall deduct out of employees' salary such sums as the Union notifies "Ripples" in respect of contributions or payments for purposes of Union Membership. Staff who have objection to such deductions are to put these in writing to Management at which time the deductions will cease. These monies are tax deductible.
- (v) Termination of employment shall not be harsh, unjust or unreasonable.
- (vi) The expiration of the Agreement will not conclude an employees employment. All service entitlements will be accumulative beyond the date of this Agreement.
- (vii) Termination payment will be paid to the employees the pay period after termination, provided the relevant returns are made.
- (viii) 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.

23. DISPUTES PROCEDURE

- (i) Any grievance, complaint or dispute shall, in the first instance, be discussed at the local level between representative(s) of "Ripples" and representative(s) of the employees.

- (ii) Should the matter not be resolved at the local level, it shall be referred to the appropriate Union for discussion with representative(s) of "Ripples".
- (iii) At any stage of the disputes procedure, any party may notify the Industrial Registrar as to the existence of an industrial dispute.
- (iv) Work shall continue as normal in accordance with the Agreement, whilst a matter in dispute is still in the course of negotiation and / or arbitration.

24. DISCIPLINARY PROCEDURES

- (i) Where an employee's work performance or conduct is considered to be 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 or nominee of "Ripples".

Unsatisfactory work performance or conduct shall include 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 a re-occurrence of the unsatisfactory performance or conduct, the employee shall be warned formally in writing by "Ripples" and counselled.

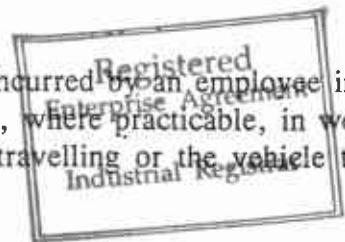
Counselling should reinforce the standard of work or conduct expected and, where the employee is failing to meet these required standards, a suitable review period for monitoring the employee's performance; the severity of the situation; and whether disciplinary action will follow should the employee's 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 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 performance or conduct does not improve immediately after the "final warning" further disciplinary action shall be taken which may result in termination of employment.
- (v) This shall not affect the rights of "Ripples" to take other disciplinary action before and/or during the above procedure in cases of misconduct or where the employee's performance warrants such action.

- (vi) Either "Ripples" or the employee may request the presence of a Union representative at any stage in the above procedure.
- (vii) This procedure shall not affect either party's right to institute the dispute procedure of the Agreement or to notify the Industrial Registrar as to the existence of an industrial dispute.
- (viii) Employees shall have access to their personal files and may take notes and/or obtain copies of the contents of the file. This must be within normal working hours and under supervision.

25. 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:-

Kilometres travelled each year
on official business
Cents per Kilometre

1.6 litres (nominal engine capacity) and over .53 c

(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 \$50 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 - 3½ star standard hotel/motel or its equivalent.

26. 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."

27. SUPERANNUATION

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

28. STAFF ESTABLISHMENT CHARTS

- (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.

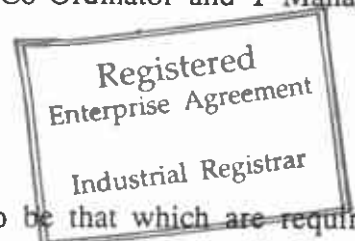
Aquatics 7 permanent staff - including the Co-Ordinator

Administration 6 permanent staff and part time staff - 1 Co-Ordinator and 1 Managerial Assistant

Cafe 2 part time staff

Fitness Centre 1 permanent staff

Swimming Centre 2 permanent staff.



- (ii) The said 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 patronage 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.

29. CHILD CARE

Free child care for staff rostered to work at any one time be allowed with a maximum of 3 hours free creche use. Hours in excess of this will attract the existing rates as for casual "Ripples" users.

30. UNIFORMS

- (i) Permanent staff of "Ripples" shall be provided free a full uniform as designated, including replacement of articles, worn or damaged, whilst being used in the manner intended. This uniform must be returned prior to obtaining their final termination payment.
- (ii) (a) Casual staff of "Ripples" will be required to pay for their uniforms prior to the commencement of their employment, uniform purchase terms can be negotiated. Casual staff are required to pay 50% of the cost price for replacement items.

(b) The cost price of the uniform must be paid in full prior to any final balance of wages being paid to the employee.

31. RATES OF PAY

(i) **PERMANENT/PERMANENT PART TIME EMPLOYEES ONLY**

All rates of pay listed herein will rise by 3% to be effective as of 1 July 1997. A further 3% will be payable on 1 July 1998 unless it can be physically proven to the Union that "Ripples" could not accommodate such a salary increase.

Pay increases beyond this percentage will be based on performance appraisals and be at the discretion of the Board of Directors.

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Position	Band	Salary Component	Total including 6% Superannuation
Co-Ordinator	1	33000.00 - 34999.00	34980.00 - 37098.00
	2	35000.00 - 37999.00	37100.00 - 40278.00
	3	38000.00 - 40000.00	40280.00 - 42400.00
Plant Technician	1	29816.00 - 30999.00	31604.00 - 32858.00
	2	31000.00 - 33000.00	32860.00 - 34980.00
Shift Supervisors / Swimming Supervisor	1	28709.00 - 29999.00	30431.00 - 31798.00
	2	30000.00 - 31499.00	31800.00 - 33388.00
	3	31500.00 - 33000.00	33390.00 - 34980.00

Management Assistant/Head Coach	1	28000.00 - 29999.00	29680.00 - 31798.00
	2	30000.00 - 31999.00	31800.00 - 33918.00
	3	32000.00 - 34000.00	33920.00 - 36040.00
Pool Attendant	1	25000.00 - 26499.00	26500.00 - 28090.00
	2	26500.00 - 28500.00	28090.00 - 30210.00
Perm Receptionist	1	25000.00 - 26499.00	26500.00 - 28090.00
	2	26500.00 - 28500.00	28090.00 - 30210.00
Part-Time Cleaners		\$11.08 per hour	-Entry Level

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(ii) **CASUAL STAFF ONLY (including 20% loading)**

Casual rates of pay are independent of permanent staff. These pay rates will be the minimum for the life of this Agreement and not subject to C.P.I. or State Wage Case increases.

Positions	Minimum Casual Hourly Rates
Swimming Centre Staff	14.317
Pool Staff	14.317
Fitness Centre Staff	12.73
Cafe Staff - Senior	12.73
Staff - Junior	
age 15	5.00
age 16	6.00
age 17	7.00
Reception Staff	12.73
Untrained Creche Staff	12.73
Class Instructors 15.00 (for no class), 24.00 (10 or less) , 30.00 per hour(11 and over).	

32. CONSULTATIVE COMMITTEE

The Consultative Committee is established with representation elected from all sections of Ripples to attend monthly meetings. Board Members and Union Officials can attend by request from either party of the Consultative Committee.

Minutes of these meetings will be circulated to all staff members.

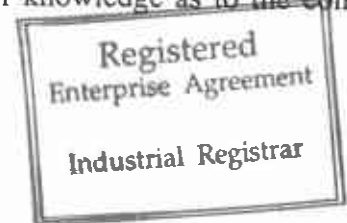
A Chairperson will be elected from the representatives and this person will hold the chair for a maximum of six (6) months to allow all Consultative Committee members an equal opportunity to act as Chairperson.

33. DECLARATION

This Enterprise Agreement has been negotiated through extensive consultation between Management and the Union. The contents of this Agreement has been canvassed with all parties. All parties are entering into this Agreement with full knowledge as to the content and effect of the document.

The parties declare that this Agreement:-

- a) is not contrary to public interest;
- b) is not unfair, harsh or unconscionable;
- c) was at no stage entered into under duress; and
- d) reflects the interests and desires of the parties.



34. FUTURE NEGOTIATIONS

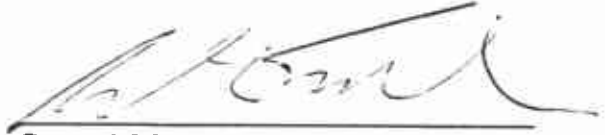
The parties agree to commence negotiations on a new Agreement no later than 3 months prior to the expiration of this Agreement.

35. SIGNATORIES


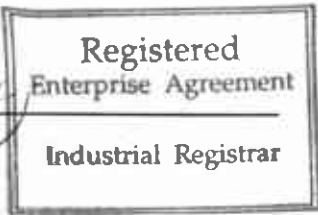
This Agreement is made at Sydney on this Sixth

day of March One Thousand Nine Hundred and Ninety-. Seven

Signed for and on behalf of
the City of Penrith Regional Indoor
Aquatic and Recreation Centre Ltd
("Ripples")


General Manager

In the presence of

Signed for and on behalf of the Board of
Management of the City of Penrith
Regional Indoor Aquatic and Recreation
Centre Ltd ("Ripples")


Chairman

In the presence of



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


General Secretary


In the presence of


D. Alendi

1997 WEEKLY DEDUCTIONS

	← WEEKS	TOTAL	WEEKS	WEEK ENDING
<u>JANUARY</u>	-52]	\$200.20	1]	03.01.97
	51]	196.35	2]	10.01.97
	50]	192.50	3]	17.01.97
	49]	188.65	4]	24.01.97
	48]	184.80	5]	31.01.97
<u>FEBRUARY</u>	47]	180.95	6]	07.02.97
+ \$6.00 for Picnic ticket	- 46]	177.10	7]	14.02.97
	45]	173.25	8]	21.02.97
	44]	169.40	9]	28.02.97
<u>MARCH</u>	-43]	165.55	10]	07.03.97
	42]	161.70	11]	14.03.97
	41]	157.85	12]	21.03.97
	40]	154.00	13]	28.03.97
<u>APRIL</u>	39]	150.15	14]	04.04.97
	38]	146.30	15]	11.04.97
	37]	142.45	16]	18.04.97
	36]	138.60	17]	25.04.97
<u>MAY</u>	35]	134.75	18]	02.05.97
	34]	130.90	19]	09.05.97
	33]	127.05	20]	16.05.97
	32]	123.20	21]	23.05.97
	31]	119.35	22]	30.05.97
<u>JUNE</u>	30]	115.50	23]	06.06.97
	29]	111.65	24]	13.06.97
	28]	107.80	25]	20.06.97
	27]	103.95	26]	27.06.97
<u>JULY</u>	26]	100.10	27]	04.07.97
	25]	96.25	28]	11.07.97
	24]	92.40	29]	18.07.97
	23]	88.55	30]	25.07.97
<u>AUGUST</u>	22]	84.70	31]	01.08.97
	21]	80.85	32]	08.08.97
	20]	77.00	33]	15.08.97
	19]	73.15	34]	22.08.97
	18]	69.30	35]	29.08.97
<u>SEPTEMBER</u>	17]	65.45	36]	05.09.97
	16]	61.60	37]	12.09.97
	15]	57.75	38]	19.09.97
	14]	53.90	39]	26.09.97

<u>OCTOBER</u>	13]	50.05	40]	03.10.97
	12]	46.20	41]	10.10.97
	11]	42.35	42]	17.10.97
	10]	38.50	43]	24.10.97
	9]	34.65	44]	31.10.97

<u>NOVEMBER</u>	8]	30.80	45]	07.11.97
	7]	26.95	46]	14.11.97
	6]	23.10	47]	21.11.97
	5]	19.25	48]	28.11.97

<u>DECEMBER</u>	4]	15.40	49]	05.12.97
	3]	11.55	50]	12.12.97
	2]	7.70	51]	19.12.97
	1]	3.85	52]	26.12.97

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1997 RATES		
CODE	TOTAL	PER WEEK
OVER \$300 GROSS PER WEEK		
FULL <small>INC. PICNIC TICKET</small>	\$206.20	\$4.00
FNPT	\$200.20	\$3.85
\$300 & UNDER GROSS PER WEEK		
HALF <small>INC. PICNIC TICKET</small>	\$110.00	\$2.15
HNPT	\$104.00	\$2.00
CASUALS		
CAPT <small>INC. PICNIC TICKET</small>	\$136.00	\$2.65
CANP	\$130.00	\$2.50
1ST & 2ND YEAR APPRENTICES		
QUPT <small>INC. PICNIC TICKET</small>	\$56.05	\$1.10
QNPT	\$50.05	\$1.00
3RD & 4TH YEAR APPRENTICES ARE CHARGED AT THE NORMAL RATES.		

NEW MEMBERS

Picnic Ticket rates where applicable apply only to members who commence deductions prior to the **14th March 1997**. After this date the applicable weekly rates apply.
