

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA01/149

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

I.R.C. NO: 2000/6185

DATE APPROVED/COMMENCEMENT: 30 January 2001

TERM: 24 months

**NEW AGREEMENT OR
VARIATION: New. Replaces EA97/70**

GAZETTAL REFERENCE: 18 May 2001

DATE TERMINATED:

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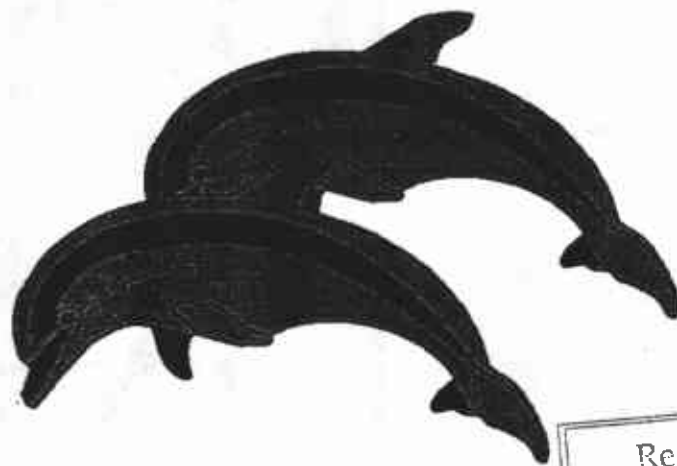
**COVERAGE/DESCRIPTION OF
EMPLOYEES: Applies to all staff of Ripples Leisure Centre, Penrith**

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



RIPPLES

City of Penrith
Regional Indoor
Aquatic and Recreation Centre Ltd



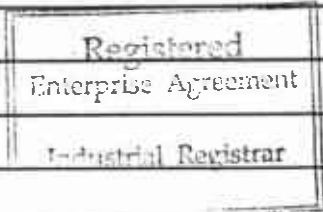
Registered
Enterprise Agreement
Industrial Registrar

Enterprise Agreement

2000/2002

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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. This Agreement is fundamental to the process of Ripples Leisure Centre providing quality Aquatic facilities 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 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;
- ◆ Achieve greater flexibility in workplace practices; and
- ◆ Eliminate discrimination.

4. DURESS

This Agreement is entered into without duress by any party.



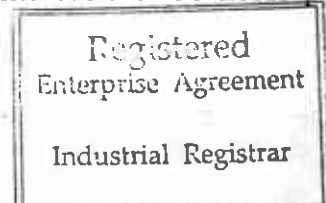
5. DURATION

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 increase from the first pay period after that date.

The expiration of the Agreement will not conclude an employee's employment. All service entitlement 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.



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.
- 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. 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 possesses.
 - b. Relevant experience in the field of the new or vacant position.
 - c. Performance in previous position.
- 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

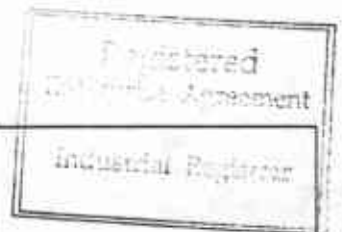
(i) Permanent/Permanent Part Time Employees Only

All rates of pay listed herein incorporate a rise of 4% to be effective as of 1/9/99. A further 3% will be payable on 1/9/00 unless it can be proven to the Union that Ripples could not accommodate such a salary increase.

Registered Enterprise Agreement Industrial Registrar
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Permanent Position	Band	Salary Component P.A	Total including 7% Superannuation
Co-Ordinator	1	\$36,000 to \$39,000	
	2	\$39,001 to \$42,000	
	3	\$42,001 to \$45,000	
Pool Supervisor	1	\$35,000 to \$38,000	
	2	\$38,001 to \$41,000	
	3	\$41,001 to \$44,000	
Swimming Supervisor	1	\$35,000 to \$38,000	
	2	\$38,001 to \$41,000	
	3	\$41,001 to \$44,000	
Administration Assistant	1	\$26,500 to \$29,000	
	2	\$29,001 to \$33,000	
	3	\$33,001 to \$36,000	
Pool Attendant	1	\$27,000 to \$30,000	
	2	\$30,001 to \$34,000	
	3	\$34,001 to \$38,000	

Permanent Part-Time



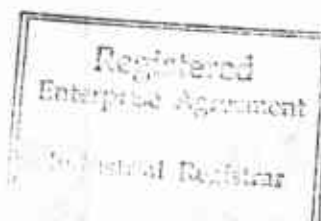
Receptionist	1	\$12.30 to \$13.00	
	2	\$13.00 to \$14.50	
	3	\$14.50 to \$16.00	
Cleaners	1	\$13.75 to \$15.00	
	2	\$15.00 to \$16.50	
	3	\$16.50 to \$18.00	
Café	1	\$12.30 to \$13.00	
	2	\$13.00 to \$14.50	
	3	\$14.50 to \$16.00	

Maintenance	1	\$14.32 to \$15.25	
	2	\$15.25 to \$16.50	
	3	\$16.50 to \$18.00	
Gym Staff	1	\$12.30 to \$13.00	
	2	\$13.00 to \$14.50	
	3	\$14.50 to \$16.00	
Children's Programme Supervisors	1	\$14.80 to \$15.50	
	2	\$15.50 to \$17.00	
	3	\$17.00 to \$18.50	

(ii) Casual Staff Only (Including 20% Loading) covering leave entitlements.

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.

Casual Positions	Minimum Casual Hourly Rates (Including 20% Loading)
Swimming Centre Staff	\$15.00
Pool Staff	\$15.00
Fitness Centre Staff	\$13.24
Café Staff – Senior	\$13.24
Staff – Junior	
Age 15	\$5.50
Age 16	\$6.50
Age 17	\$7.50
Reception Staff	\$13.24
Birthday Party Staff	\$13.24
Creche Staff	\$13.24
Gym Jam Instructors	\$14.80 per class
* Class instructors \$15 (for no class) \$26 (10 or less) \$32 per hour (11 and over)	



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.

- (iv) 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 5 hours of work entitles the employee to a further 30 minute meal break.

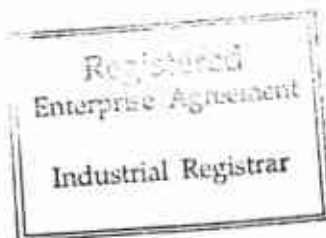
- (v) Except in an emergency, no employee shall be required, nor shall request, to work 'back-to-back' shifts. Should an employee be required to work additional time before the commencement, or after the completion, of the ordinary shift, the employee shall be paid overtime.

- (vi) 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.
- (iii) Staff acting in higher grade duties will receive public holidays at their permanent position rate of pay.

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 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 Café. (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 community 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.

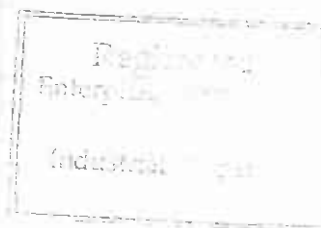
Provided further that Ripples shall establish a minimum level of usage of additional skill(s) for this subclause to apply.

- (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 Part Time Employee may work more than their regular rate 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 part-time employee would have regularly worked, the employee shall be paid for the hours normally worked on that day. Should Ripples require a part-time employee to work on a public holiday then the appropriate overtime rate will apply.

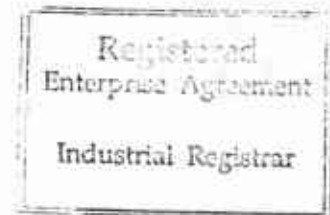


B. Casual Employment

- a. A casual employee shall be paid a twenty 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.
- 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 Learn to Swim Instruction / Squad Coaching.
- e. Permanent positions are to be given preference to overtime before the overtime is offered to casual staff.
- f. Casual employees may be rostered across the 7 day week through the spread of operating hours.

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. This shall not preclude non members from purchasing a Picnic Ticket from the Union at the commercial market value as determined by the Union.

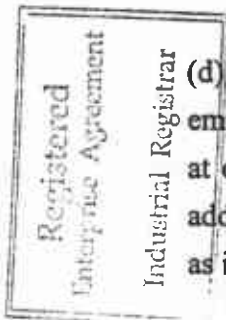
Production of the butt of the picnic ticket issued to the employee shall be required for any payment for the day to be made including penalty rates.

- (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 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. Notwithstanding Clause 10 (iv)



17. ANNUAL LEAVE

- (i) Annual leave of absence consisting of four week's 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 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 month's 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)

- (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
Long Service Leave shall accrue at the rate of 2.2 weeks per Year for each year of service after 15 years service	



(b) Where a permanent / permanent part time employee has completed at least five years service but less than ten years service with Ripples:

- * is terminated for any reason, other than gross misconduct
- * retires in accordance with relevant legislation
- * leaves because of illness or incapacity
- * or domestic or other pressing necessity
- * dies

Ripples shall pay to such employee or legal representative the monetary equivalent of a proportionate amount on the basis of 1.3 weeks pay for each year of service completed in monthly periods.

(c) When the service of an employee with at least 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, shall be paid.

(d) When the service of an employee with at least 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, shall be paid 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.

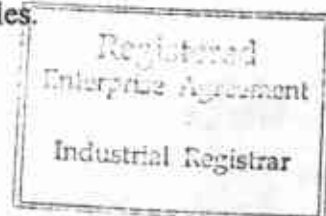
(iii) Payment to an employee proceeding on Long Service Leave shall be made by Ripples when the employee enters upon the leave or as prescribed by the employee and Ripples.

19. SICK LEAVE

(Permanent/Permanent Part Time)

A. (i) Employees who have completed 12 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) 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 16 (i), (b), (c) and (d).

(b) That Ripples is satisfied that the sickness is such that it justifies the time off and does not arise from serious misconduct and

(c) That the illness or injury does not arise from engaging in other employment and

(d) 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.

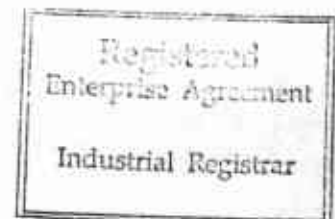
(ii) Sick Leave not taken under this clause shall accumulate and be carried forward if the employee continues to be employed by Ripples.

(iii) Ripples may request employees to attend a doctor of Ripples choice at Ripples cost.

(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) 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.

(ii) 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.

(iii) 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.

20. MATERNITY / PATERNITY / ADOPTION LEAVE

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

21. 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 the same sex partner), child (including step, foster child) and parents of spouse.

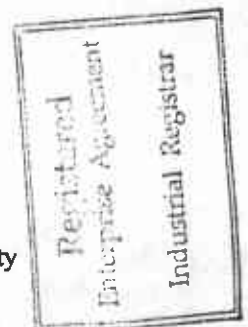
(ii) Jury Service – An employee required to attend for jury service during their ordinary working hours shall be reimbursed the amount equal to the difference between the amount paid in respect of their attendance for jury service and the amount of wage they would have received in respect of the ordinary 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

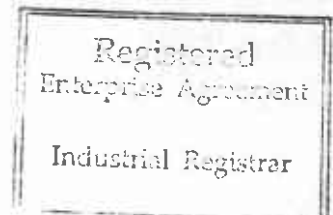
Casual staff will be required to pay for their own training

(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 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 requirement 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.

(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) MULTISKILLING

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

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.

(a) CASUAL

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

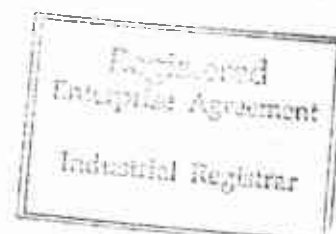
(b) PERMANENT AND PART TIME

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

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	\$90
TAFE – Associate Diploma	\$200
4 unit per year University Degree or Diploma	\$350
6 unit per year University Degree or Diploma	\$520



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.

(vi) DEVELOPMENT OF A COMPETENCY BASED TRAINING SYSTEM

(a) The parties to the award are committed to the development of a competency based system of vocational education and training. 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.

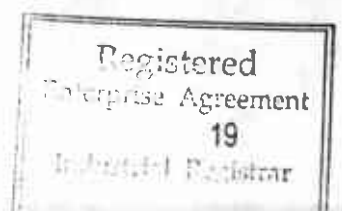
(b) The parties shall continue to participate in the development of a competency based training system to ensure that the following are achieved:

1. That 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.

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, account abilities 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.

- (iii) 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 two weeks notice of termination of employment or by payment in lieu thereof.
- (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.

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.

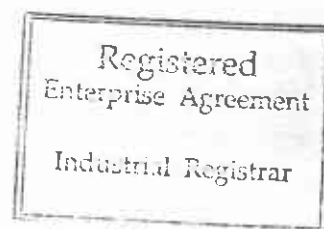
(iv) During this procedure and while the matter is in the course of negotiation, conciliation and / or arbitration, the work practices existing prior to the dispute shall as far as practicable proceed as normal.

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.

C. PROCEDURES

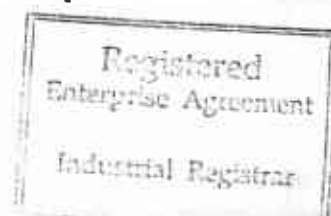
- (i) Where an employee's work performance or conduct is considered unsatisfactory, the employee shall be informed in the first instance of the nature of the unsatisfactory performance or conduct and of the required standard to be achieved, by the employee's immediate supervisor or other appropriate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

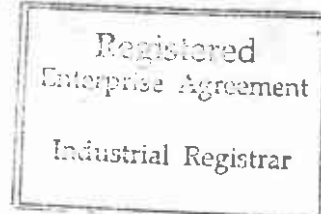


- (iv) If the employee's work performance or conduct does not improve after the final warning further disciplinary action may be taken.

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:-
55.8 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: 6 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: 2 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 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.

33. 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.

34. 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 award 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 award restructuring and ensuing 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.
Environmental Health and Building Surveyor's Association of New South Wales
Australian Services Union of New South Wales
Local Government Engineers' Association of New South Wales

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.

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.

35. 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. (This clause is currently under review). Restrictions apply during the hours 9am - 1pm and may apply at other times based on the needs of the service.

36. FUTURE NEGOTIATIONS

The parties agree to commence negotiations on a new Agreement no latter than 6 months prior to the expiration of this Agreement.



37. SIGNATORIES

This Agreement is made at PENRITH on this 15TH day of JUNE Two Thousand.

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

Cross Jasts
General Manager

In the presence of

[Signature]

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

[Signature]

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

[Signature]
General Secretary

In the presence of

[Signature] ASSISTANT UNION MANAGER MSU