

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA05/48

**TITLE:** The Oasis Regional Aquatic Centre Agreement 2004

**I.R.C. NO:** IRC4/6074

**DATE APPROVED/COMMENCEMENT:** 17 November 2004 / 1 July 2004

**TERM:** 36

**NEW AGREEMENT OR  
VARIATION:** New.

**GAZETTAL REFERENCE:** 11 March 2005

**DATE TERMINATED:**

**NUMBER OF PAGES:** 35

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement covers all employees of the Oasis Regional Aquatic Centre, with the exception of the Manager who is Contract personnel, employees of Agencies, Group Training Authorities, Contractors, etc., who fall within the coverage of the Local Government (State) Award 2001.

**PARTIES:** Wagga Wagga City Council -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union

# THE OASIS REGIONAL AQUATIC CENTRE AGREEMENT

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## **1. Statement of Intent**

The parties to the agreement are committed to co-operating positively to increase the structural efficiency of The Oasis Regional Aquatic Centre and to provide employees with access to fulfilling, multi-skilled work in a safe and harmonious environment.

In establishing a unique, 'state of the art' complex, it is recognised there is a need for flexible work practices and conditions to ensure efficient and effective utilisation of The Oasis focussing upon attainment of a commercially viable business unit of operation.

The parties acknowledge the need to establish:

employee morale and job satisfaction is ensured by participation in a team approach to the business.

that the employees work reasonable hours`.

the adoption of a quality assurance program towards continuous improvement.

the encouragement of participation in multi-skilling to enhance the opportunity for additional career prospects within The Oasis.

The parties have entered into this agreement in the spirit of open communication and negotiation. At all times during this period up to and including the date of application to the Commission the parties have approached the development of the agreement in an open and consultative approach, free from pressure and without duress or compunction.

## **2. Anti-Discrimination**

- a) It is the intention of the parties bound by this agreement to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.

- b) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this agreement, the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of this agreement, which, by its terms or operation, has a direct or indirect discriminatory effect.
- c) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- d) Nothing in this clause is to be taken to affect:
  - (i) any conduct or act which is specifically exempted from anti-discrimination legislation.
  - (ii) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*.
  - (iii) a party to this agreement from pursuing matters of unlawful discrimination in any state or federal jurisdiction.
  - (iv) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

#### Notes

- a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- b) Section 56 (d) of the *Anti-Discrimination Act 1977* provides:

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

### 3. Risk Management

The Oasis is committed to a formal Risk Management program as an integral part of its operations and accepts the Wagga Wagga City Council Risk Management Policy and Procedures Manual as the minimum standard.

The Risk Management program will focus on all identified risks that may inhibit achievement of the Oasis's objectives and goals.

The program will apply the methodology recommended under Council's Risk Management Policy and the Australian Standard AS4360:

Establish the Risk Management context

Identify risks

Analyse risks

Evaluate and prioritise

Communicate

Treat risks

Monitor and review

The objective is to establish and maintain a risk culture that will:

Enable confident decision making on innovation and risk

Reduce waste and inefficiency; and

Initiate processes based on continuous improvement

Thus minimising problems and crises that may undermine confidence and trust.

#### **4. Occupational Health and Safety**

The Oasis will have its own Occupational Health and Safety Representative in the Wagga Wagga City Council Occupational Health and Safety consultative management system and as a division of Wagga Wagga City Council, the Oasis operates under Wagga Wagga City Council's Occupational Health and Safety Policy.

The Oasis is committed to the health, safety and welfare of its employees, contractors and all visitors to the facility in accordance with the provisions of the Occupational Health and Safety Act and Regulations. Where injuries do occur The Oasis is committed to effective injury management.

The Oasis Management will actively consult with employees about Occupational Health and Safety Matters so that employees can contribute to decisions affecting their health, safety and welfare.

Employees at The Oasis shall take reasonable care of the health and safety of themselves and others.

Employees shall co-operate with employers in their efforts to comply with Occupational Health and Safety requirements.

No employee at The Oasis shall:

interfere with or misuse things provided for the health, safety or welfare of persons at work

obstruct attempts to give aid or attempts to prevent a serious risk to the health and safety of a person at work

refuse a reasonable request to assist in giving aid or preventing a risk to health and safety

disrupt a workplace by creating health or safety fears

##### **4.1 Workplace Bullying and Harassment**

The Oasis Regional Aquatic Centre is committed to providing a work environment which is free from bullying and harassment. The Oasis will work as a team to:

Encourage robust debate of issues on their merits

Treat each other with respect, honesty, openness and trust

Be innovative, professional, efficient and positive; and

Listen, consult and communicate

The Oasis, as a team, will actively discourage:

Personal criticism or point scoring

Selfishness

Rudeness

Pettiness

Spoiling behaviour

Withholding information;

Acting secretly

## 5. Definitions

- a) The Oasis - means the Oasis Regional Aquatic Centre, a business unit of Wagga Wagga City Council.
- b) The Oasis Management - means the management representative with the delegated authority to authorise such decision.
- c) Union - means the New South Wales Local Government, Clerical, Administrative, Energy, Airlines and Utilities Union known as the United Services Union.
- d) Ordinary Pay - means remuneration for the employee's normal weekly or fortnightly number of hours of work calculated at the agreement rate of pay as detailed in Clause 7, Rates of Pay.
- e) Days - unless otherwise specified, any reference to 'days' shall mean calendar days.
- f) Weekly - unless otherwise specified, any reference to "weekly" shall mean a period of 7 days
- g) Full-Time Employee - means an employee who is engaged on a permanent basis to work 152 ordinary hours per 4-week period.
- h) Part-Time Employee - an employee who is engaged on the basis of a regular number of hours which are less than the full-time ordinary hours.

## 6. Classifications

### 6.1 Classification Levels

#### Level A

An employee at this level shall:

- a) work from instructions or procedures under supervision either individually or in a team environment.

Indicative of some of the duties which an employee at this level may perform include:

overseeing pool activities;

assisting with classes and directing leisure activities in a recreational complex;

attending to equipment and displays, eg pool attendant;

providing customer advice, sales and services;

operating telephone and paging system;

clerical duties, involving basic keyboard skills;

programme/ticket selling and general sales involving receipt of monies and giving change; including operation and reconciliation of cash register and electronic swipe input devices;

laundry and/or cleaning duties involving the use of cleaning equipment and/or chemicals;

maintaining general presentation of internal and external facilities and amenities;

basic food preparation;

serving from a snack bar, buffet or meal counter;

general duties in a kitchen;

provide first aid;

undertaking routine chemical testing as per NSW Health Department Guidelines

### **Level B**

An employee who has completed a qualification (Industry qualifications for Aquatics Officers are mandatory) and/or has experience recognised by The Oasis Management as relevant and appropriate to perform within the scope of this level. An employee at this level, in addition to possessing relevant skills at Level A shall:

- a) be responsible for the quality of their own work subject to routine supervision either individually or in a team environment
- b) exercise discretion appropriate to responsibility of position
- c) assist in the provision of on-the-job training of employees at Level A where applicable

Indicative of some of the duties which an employee at this level may perform include:

recreational/leisure activities, involving the planning, and/or co-ordinating and/or conduct of individual leisure, games, promotional and/or entertainment activities;

supervision of a business unit within the Oasis;

management and supervision of staff within a business unit;

provision of financial and administrative support to management;

maintenance of structures and equipment;

design and implement seasonal menu's

promotion and marketing of Oasis business unit;

manage OH&S in accordance with existing policy;

### **Level C**

An employee who is qualified in an industry trade/s and who has worked or studied in a relevant field and/or has specialist knowledge, qualifications and experience. An employee at this level, in addition to possessing relevant skills at Level A and Level B shall:

- a) be responsible for supervision, training and co-ordination of employees within their respective work area.
- b) ensure maintenance and delivery of service and operational standards.

- c) exercise substantial responsibility and independent initiative and judgement with a requisite knowledge of their specific field and the employees business.

Indicative of some of the duties which an employee at this level may perform include:

- general supervision of Oasis business units;
- facility administration involving supervision of staff and systems and co-ordination of events
- development of in-house training programs
- design, delivery and assessment of a variety of aquatics programs, classes and activities
- complete/supervise technical and structural maintenance
- supervision and liaison with service providers
- development and implementation of marketing programs
- assist with financial and administrative management of the facility

### 7. Rates of Pay

- a) The current weekly rate of pay of an employee for the purposes of the *Workers Compensation Act 1987* shall be the rate paid to the employee under this agreement.
- b) All employees within a classification, regardless of age, will be paid the rate specified for the classification level.
- c) The rates of pay, as at 1 July 2004, in accordance with this agreement are:

Classification	Position Title	Hourly Rate*	Minimum Weekly Rate
Level A	Aquatic Support Aquatic Attendants Aquatic Support - Service Aquatic Support - Retail	\$16.86*	\$640.58
Level B	Aquatic Officer Aquatic Officer - Service Aquatic Officer - Retail Aquatic Officer - Finance and Admin	\$19.70*	\$748.65
Level C	Aquatic Facilitator Program Facilitator Operations Facilitator	\$24.94*	\$947.78
* Hourly Rate: Please note that the hourly rate of pay has been rounded up to 2 decimal places			

- d) The rates of pay provided for at b) and c) above, take into account and compensate for the spread of hours, penalty rates including public holidays and a first aid allowance. Additional employee offsets are also provided for at Clause 11, The Oasis Employee Benefits Scheme; Clause 19.7, Jury Leave; Clause 19.8, Bereavement Leave; and Clause 19.9 Emergency Services Leave.
- e) All rates of pay and allowances listed herein will be subject to increases as varied in the Local Government (State) Award and future Awards.
  - (i) Award increases will be applied to the minimum weekly rate which will then be divided by 38hrs to give an hourly rate of pay.



- (ii) The Spic and Span Allowance will vary in accordance with the Disability Allowance detailed in Clause 10(i) of the Local Government (State) Award 2001.

## **8. Contract of Employment**

The operational potential of The Oasis is built on the provision of a high quality service and management is dedicated to recruiting and retaining top-quality staff to provide and maximise this potential. To ensure that only employees who meet the needs of The Oasis are given the opportunity for permanent employment the following conditions shall apply to all employees.

### 8.1 New or Vacant Positions

- (a) When it is proposed to make an appointment or promotion to a new or vacant position within The Oasis, the position shall be advertised in a manner sufficient to enable suitably qualified persons to apply for the position.
- (b) When the decision is being made to appoint a person to a position:
  - (i) Only a person who has applied for an appointment to the position may be selected.
  - (ii) From among the applicants eligible for appointment, the applicant who has the greatest merit is to be selected.
  - (iii) The merit of the persons eligible for appointment to a position is to be determined according to:
    - (a) The nature of the duties of the position.
    - (b) The abilities, qualifications, experience and standard of work performance of those persons relevant to those duties.
- (c) In the event that 2 or more applicants are equal in merit, preference of employment shall be given to an existing employee of The Oasis.
- (d) Where requested, in writing, unsuccessful applicants shall be given reasons for not being appointed. For the applicant's benefit, reasons will be documented in writing.

### 8.2 Probation Period

A probation period of 3 months will apply to all employee's, with no obligation on either party to continue this employment. Please note the provisions contained in Clause 23, Disciplinary Procedures.

### 8.3 Confirmation of Employment

- a) Employees who satisfactorily complete the probation period will be made a formal offer of permanent employment; either full-time or part-time in accordance with the position originally applied for.
- b) Anniversary dates for permanent employees are deemed to be the date on which an employee's probation period commenced.

### 8.4 Performance Appraisals

All employees shall receive a formal performance assessment annually, prior to or on their employment anniversary date, in addition to regular informal discussions between employees and their supervisors. The Oasis Performance Appraisals are a necessary process to:

- a) identify individual employee's training and development needs

- b) provide the opportunity to facilitate discussions between employees and supervisory staff with regard to individual performance; and
- c) discuss career aspirations and provide important input to developmental opportunities

#### 8.5 Annual Incremental Payment Scheme

After the employees annual performance appraisal, and if the appraisal outcome is satisfactory, then the employee will be entitled to a 2% increase in their rate of pay.

Such increases will be limited to a maximum of 12%, attainable through 6 annual increments of 2% above the base classification rate of pay.

If an employee moves to a position in a higher classification such employee shall commence at the base level of the classification and shall again have access to 6 annual incremental increases of 2% to a maximum of 12% from the appointment anniversary date for the new position.

#### 8.6 Promotional Opportunities

The parties recognise the need to multi-skill employees. The Oasis Management will, in the first instance, call for internal expressions of interest to give suitably skilled Oasis employees the opportunity to benefit from internal promotional opportunities within the Oasis. If no suitably skilled employee is identified the vacant position will then be advertised externally.

#### 8.7 Exit Interviews

Exit Interviews shall be conducted with employees prior to cessation of employment at the Oasis.

### 9. Salary Sacrifice

- a) The Oasis Management and an employee may agree to sacrifice a portion of the pre-tax ordinary pay as prescribed by the agreement to the value of the benefits as identified in subclause (b) of this clause. Agreement to salary sacrifice shall not unreasonably be withheld.
- b) Benefits that may be salary sacrificed include, but are not limited to:
  - (i) motor vehicles, supplied by The Oasis under a leaseback arrangement
  - (ii) additional superannuation
- c) The value of the benefits shall be agreed between The Oasis Management and employee and shall include fringe benefits tax where applicable. The amount that may be salary sacrificed in cases where The Oasis Management supplies vehicles under a leaseback arrangement, is the amount the leaseback rate is in excess of the employee's contribution from after tax salary necessary to negate the fringe benefit liability.
- d) The benefits to be salary sacrificed and their value shall be in writing and signed by both The Oasis Management and the employee.
- e) Except as otherwise agreed, the employee may request in writing to change the benefits to be salary sacrificed once per year and The Oasis Management shall not unreasonably refuse the request.
- f) An amount equal to the difference between the employee's ordinary pay as prescribed by this agreement, and the value of the benefits received by the employee, shall be paid by The Oasis Management to the employee.
- g) The employee is responsible for seeking appropriate financial advice when entering into any arrangement under this clause.

- h) The Oasis will ensure that the salary sacrifice arrangement complies with taxation and other relevant laws. The Oasis Management has the right to vary and/or withdraw from offering salary sacrifice to employees with appropriate notice if there is any alteration to relevant legislation that is detrimental to salary sacrifice arrangements.
- i) The value of the benefits shall be treated as an approved benefit for superannuation purposes and shall not reduce the employee's superable salary.
- j) Nothing in this clause shall affect the right of an employer to maintain or enter into more beneficial arrangements with respect to salary sacrifice for employees.

#### **10. Payment of Employees**

- a) The Oasis shall pay wages by the week or fortnight. Any other period shall be by agreement between The Oasis Management and the employees affected.
- b) The Oasis shall pay by direct credit to the employee's nominated account. In the event of exceptional circumstances a mutually agreed interim payment will be enacted.
- c) The Oasis shall fix a regular payday for the payment of employees. The Oasis Management may alter the payday if there is prior consultation with employees affected.
- d) Employees shall not suffer any reduction in their ordinary pay where they are prevented from attending work due to bushfire or other climatic circumstances beyond their control.
- e) The Oasis shall be entitled to deduct from the employee's pay such amounts as the employee authorises in writing.
- f) All employees will accurately record their commencement and finishing times, and any breaks taken in accordance with The Oasis time recording procedures.
- g) As employees of The Oasis work on a 4-weekly rostering cycle as detailed in Clause 15, Arrangement of Hours the following shall apply:
  - (i) Full-time employees shall be paid a standard 38 hours per week or 76 hours per fortnight.
  - (ii) Part-time employees shall be paid for actual hours worked in accordance with the weekly or fortnightly timesheets submitted.
  - (iii) Part-time employees who, for operational reasons, work less than a total of 4 hours in a 4-week period shall be paid for a total of 4 hours at ordinary time at the end of the 4-weekly cycle in accordance with Clause 15.2, Part-Time Employees.
  - (iv) Part-time employees shall receive all the conditions prescribed by this agreement on a pro rata basis of the actual hours worked.

#### **11. The Oasis Employee Benefits Scheme**

- a) The Oasis, in recognition of its commitment to employee development and continuity of service, provide the following staff benefits to all employee's of The Oasis:
  - (i) 20% discount on all food and drink purchased at The Oasis Cafe.
  - (ii) A staff pass which allows free access to The Oasis facility for casual swimming for a maximum of 6 people per visit as follows:
    - A. the staff member and accompanying family (total of 2 adults and 4 children); or
    - B. the staff member and 5 accompanying guests (total of 6 people)

- (iii) 10% discount on all programmes and activities provided at The Oasis.
  - (iv) 10% discount on all merchandise purchased at The Oasis.
  - (v) Opportunity to earn additional income volunteering to work at private functions held at The Oasis outside the normal operating hours of The Oasis.
- b) Part-time employees are eligible for the benefits listed above in sub-clause a) on the completion of 3 months of continuous employment with The Oasis or 12 rostered shifts.
  - c) The Oasis undertakes to pay for all costs associated with employees maintaining and renewing employment-related qualifications.
  - d) Part-time employees will be guaranteed a minimum payment of 4 hours per 4-weekly cycle.

## **12. Expenses and Allowances**

### 12.1 Mobile Phone

Where an employee of The Oasis is issued with a mobile phone for business purposes, The Oasis shall pay for all business expenses. All non-business phone expenses, as identified in the mobile telephone itemised account, shall be the responsibility of the employee.

### 12.2 Employee Expenses

Travelling arrangements shall be agreed between The Oasis Management and the employee. All reasonable expenses, including out-of-pocket, accommodation and travelling expenses, incurred in connection with the employee's duties shall be reimbursed by The Oasis via direct credit.

### 12.3 Car Allowance

Where by agreement an employee's vehicle is pre-approved to be used for official business on an intermittent, irregular or casual basis, the employee shall be paid the following allowance for the number of kilometres travelled on official business:

Car Allowance (cents per kilometre)	
Under 2.5 litres (nominal engine capacity)	\$0.52 per kilometre
2.5 litres (nominal engine capacity) and over	\$0.60 per kilometre

### 12.4 Starting Point

All employees shall commence work at one fixed starting point, The Oasis.

### 12.5 The Oasis "Spic And Span" Allowance

This allowance shall be paid in addition to the weekly rate of pay to all Level A and Level B employees of The Oasis. The allowance is paid in recognition of the nature of cleaning and other unpleasant duties that may be performed by these employees in ensuring the internal and external facility is kept "spic and span" during operational hours.

This allowance shall be paid at the rate of \$0.27 per hour for all actual hours worked only.

Payment of this allowance shall not:

- a) attract any penalty rates.
- b) be paid in addition to payments associated with periods of leave as defined in Clause 19, Leave Provisions.

- c) be paid for volunteer function work at The Oasis as detailed in Clause 11a(v).

#### 12.6 Community Language and Signing Work

- a) When an employee utilises skills in a community language as an adjunct to their normal duties in order to provide services to speakers of a language other than English, or to provide signing services to those with hearing difficulties, the employee shall be paid an allowance of \$14.50 per week. The allowance may be paid on a regular or irregular basis, according to when the work is performed.
- b) Such work involves an employee acting as a first point of contact for non-English speaking residents or residents with hearing difficulty. The employee identifies the resident's area of inquiry and provides basic assistance, which may include face-to-face discussion and/or telephone inquiry.
- c) Such employees convey straightforward information relating to The Oasis's services, to the best of their ability. They do not replace or substitute for the role of a professional interpreter or translator.
- d) Such employees shall record their use of a community language according to The Oasis's established policy.

#### 12.7 First aid Qualification

The rates of pay as prescribed in Clause 7, Rates of Pay include recognition of the use and application of a first aid qualification, where applicable. The Oasis undertakes to pay for all subsequent costs for employees to maintain and renew this qualification.

### **13. Higher Duties**

An employee who is requested to, and accepts work in a classification that provides for a rate of pay higher than the employee's agreement rate of pay as detailed in Clause 7, Rates of Pay, shall be paid at the higher rate for the period worked. Payment for higher duties shall be paid for the actual time spent relieving in the higher classification.

### **14. Hours of Work**

#### 14.1 Spread of Hours

- a) The ordinary hours of operation will be:

Monday - Friday	6.00am to 9.30pm
Saturday - Sunday	8.00am to 7.00pm
- b) Operational hours may vary subject to seasonal conditions and operational demand. The Centre will be open every day of the year, including Public Holidays, with the exception of Christmas Day and Good Friday.
- c) Any agreement to alter the spread of hours as provided for in this sub-clause must be genuine with no compulsion to agree.

### **15. Arrangement of Hours**

Subject to Clause 14.1, Spread of Hours, the arrangement of hours shall be:

#### 15.1 Full-Time Employees

- a) Full-time employees will work 152 ordinary hours per 4-week cycle in accordance with the roster arrangements outlined in Clause 15.3, Rostering Arrangements.

- b) All full-time employees will be entitled to 8 rest days per 4-week cycle in accordance with the rostered arrangements outlined in Clause 15.3, Rostering Arrangements.

## 15.2 Part-Time Employees

All part-time employees are guaranteed a minimum payment of 4 hours per 4-weekly cycle regardless of hours worked and irrespective of the roster arrangements outlined in Clause 15.3, Rostering Arrangements.

## 15.3 Rostering Arrangements

- a) Monthly operating rosters will be developed.
- b) The minimum ordinary shift for full-time and part-time employees shall be a minimum of 3 hours up to a maximum of 12 hours.
- c) Rosters may be changed at any time with mutual consent however, where situations arise which are beyond the control of management, 48 hours notice of change of roster will be given. In these circumstances management will use their best endeavours to meet the personal needs of the employee.
- d) An employee shall not be rostered to work more than 26 weekend shifts per annum except at the request of the employee. Such request must be in writing.

## 15.4 Meal/Rest Breaks

- a) An unpaid meal break of a minimum of 30 minutes shall be given and taken within the first 5 hours of continuous work. Employees whose working hours do not exceed 5 hours may be worked continuously without a meal break.
- b) Employees are entitled to a rostered 10 minute rest break after 3 hours and within 5 hours of commencing the shift, with a second 10 minute rest break when the rostered shift is up to 10 hours.
- c) All breaks are to be taken at times as requested by management in accordance with business and safety constraints.

## 15.5 Broken Shift Arrangements

With mutual agreement, an employee may be rostered to work a broken shift. A broken shift is one that is split other than by a rest or meal break. When working a broken shift, the spread of hours between the commencement and finishing time must not exceed 12 hours per day exclusive of the meal period.

## 15.6 Variations to Rostered Hours

As operational needs will vary in accordance with day-by-day customer demand employees rostered hours may be altered, by mutual agreement, during a daily shift to cater for this situation. If customer demand:

- a) is below expectations part-time employees may be given 1 hours notice that the hours of the shift they are currently working will cease at an earlier time than originally rostered. The total minimum hours worked on the shift must be in accordance with Clause 15.3, Rostering Arrangements.
- b) exceeds expectations an employee currently working on a shift may be offered the opportunity to extend the hours originally rostered if this is mutually convenient. The total maximum hours worked on the shift must be in accordance with Clause 15.3, Rostering Arrangements.

#### 15.7 Break Between Shifts for each Working Day

- a) The minimum break is 8 hours between the time an employee finishes work on one day and commences work on the following day.
- b) The minimum break can be reduced in the following circumstances:
  - i) Upon request by an employee to swap a shift with a work colleague and mutual agreement has been reached with management.
  - ii) Upon request by an employee to work at a private function held at The Oasis outside the normal operating hours of The Oasis.
  - iii) Upon request by management where an employee is required to work in replacement of a colleague who is sick, injured or absent from work.

#### 15.8 Call Back

- a) For the purposes of this agreement, an employee shall be deemed to be on a call back if the employee is recalled to work without receiving notice before ceasing work.
- b) Any employee, who is called back to work as defined in sub-clause (a), shall be paid a minimum of 4 hours at the appropriate agreement rate of pay as per Clause 7, Rates of Pay.

Any subsequent call backs occurring within the 4 hour period of a call back shall not attract any additional payment.

- c) An employee working on a call back shall be paid from the time that such employee departs for work.
- d) Except in the case of unforeseen circumstances arising, the employee shall not be required to work the full 4 hours if the job that the employee was recalled to perform is completed within a shorter period. This sub-clause shall not apply in cases where the call back is continuous subject to a reasonable meal break with the commencement of ordinary hours.

### **16. Overtime**

- a) The Oasis Management will develop rosters with the intention that there will be no overtime and that no employee will:
  - i) Be required to work more than 12 hours in an ordinary day; except for extenuating circumstances and then only by mutual consent between employee and employer.
  - ii) Receive less than 8 hours break between ordinary rostered shifts except in accordance with Clause 15.7(b).
- b) If, at the end of a 4-weekly cycle, an employee, with the approval of The Oasis Management, has worked in excess of the normal 152 hours they shall be paid time and a half for the first 2 hours and double time for all hours thereafter; or
- c) By mutual agreement an employee may elect to take time off in lieu instead of the payment of overtime on a time-for-time basis.
- d) A record shall be kept of all TOIL accruals and these shall not be forfeited. Accruals shall be paid out at the appropriate overtime rate on termination or at other agreed time.
- e) The rates of pay provided for at Clause 7, Rates of Pay, take into account and compensate for the spread of hours, penalty rates including Public Holidays and a first aid allowance.

Additional employee offsets are also provided for at Clause 11, The Oasis Employee Benefits Scheme; Clause 19.7, Jury Leave; Clause 19.8, Bereavement Leave; and Clause 19.9, Emergency Services Leave.

## **17. Public Holidays**

### 17.1 General

- a) 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 any exceptionally gazetted Public Holidays to be observed throughout the whole of the State of NSW.
- b) Employees, who are rostered to work on a day which would otherwise be deemed a Public Holiday, shall be remunerated as follows:
  - i) Full-time employees:
    - A. payment at the ordinary rate of pay as detailed in Clause 7, Rates of Pay; and B. will be credited with annual leave at 1.5 times the amount of actual hours worked on this day.
  - ii) Part-time employees:
    - A. payment at the ordinary rate of pay as detailed in Clause 7, Rates of Pay; and
    - B. will be credited with annual leave at 1.5 times the amount of actual hours worked on this day.
- c) Full-time employees who are not rostered to work on a day which would otherwise be deemed a Public Holiday, will be credited with 7.6 hours annual leave. These hours shall not count towards hours of work as detailed in Clause 15.1a).
- d) If the operational hours of The Oasis as defined in Clause 14, Hours of Work are reduced on a day that would be otherwise deemed a Public Holiday all full-time employees who are rostered to work on this day shall be remunerated as follows:
  - i) Payment for 7.6 hours at the ordinary rate of pay as detailed in Clause 7, Rates of Pay; and
  - ii) will be credited with annual leave at 1.5 times the amount of actual hours worked on this day.
- e) All full-time employees will receive payment for 7.6 hours at the ordinary rate of pay as detailed in Clause 7, Rates of Pay for the Christmas Day and Good Friday Public Holidays on which The Oasis is closed as detailed in Clause 14, Hours of Work. These hours shall count towards hours of work as detailed in Clause 15.1a).

### 17.2 Union Picnic Day

- a) Union Picnic Day shall for the purposes of this agreement be regarded as a holiday for employees who are financial members of the Union. The Union Picnic Day shall be on such day as is agreed between The Oasis and the Union.
- b) The Union shall advise The Oasis of financial members as at the time of the Union Picnic Day. Such advice must be given at least 2 weeks prior to the Union Picnic Day.
- c) Financial Union members, who are required by The Oasis Management to work on Union Picnic Day, will be credited with Annual Leave at 1.5 times the amount of actual hours worked on this day.



- d) Where an employee, who is not a financial member of the Union, is required to work on Union Picnic Day, the employee shall be entitled to be paid ordinary pay for the normal working day.

### **18. Part-Time Employee Leave Entitlements**

- a) Part-time employees shall receive all conditions prescribed by this agreement on a pro-rata basis of the actual hours worked. An adjustment to the accrued leave entitlements may be required at the conclusion of each service year based on the proportion of actual hours worked.
- b) A change to full-time employment from part-time employment or to part-time employment from full-time employment shall not constitute a break in the continuity of service. All accrued entitlements shall be calculated in proportion to the hours worked in each employment arrangement.
- c) Average hours of work for part-time staff shall be calculated on the average actual hours worked for the preceding 12 month period or the average actual hours worked to-date if an employee has not worked for a full 12 month period.
- d) Part-time employees may take accrued Annual Leave or Long Service Leave or TOIL in a block period of leave irrespective of rostering arrangements for the period of leave requested.

### **19. Leave Provisions**

#### **19.1 Leave Definitions**

For the purposes of leave provisions detailed in Clause 19, Leave Provisions all leave entitlements shall be converted to hours and references to a:

- a) day shall mean 7.6 hours
- b) week shall mean 38 hours

#### **19.2 Sick Leave**

- a) Employees who are unable due to sickness to attend for duty shall be entitled during each year of service to sick leave of 15 days at the agreement rate of pay detailed in Clause 7, Rates of Pay subject to the following conditions:
  - i) The Oasis Management shall be satisfied that the sickness is such that it justifies the time off; and
  - ii) that the illness or injury does not arise from engaging in other employment; and
  - iii) that the proof of illness to justify payment shall be required after 2 days absence or after 3 separate periods in each service year; and
  - iv) when requested, proof of illness shall indicate the employee's inability to undertake their normal duties.
- b) Proof of illness may include certification from a qualified medical/health practitioner, registered with the appropriate government authority.
- c) The Oasis Management may require employees to attend a doctor nominated by The Oasis at The Oasis's cost.
- d) Sick leave shall accumulate from year to year so that any balance of leave not taken in any one year may be taken in a subsequent year or years.

- e) Accumulated sick leave shall be transferable on change of employment from a council within New South Wales to The Oasis up to 13 weeks, provided that an employee shall only be entitled to transfer sick leave accumulated since the employee's last anniversary date on a pro-rata basis.
- f) Such accumulated sick leave shall only be transferable if the period of cessation of service with the council and appointment to the service of The Oasis does not exceed 3 months.
- g) The sick leave entitlement transferred shall not exceed the maximum amount transferable as prescribed by the appropriate award at the time of transfer.
- h) Where an employee has had 10 years' service with The Oasis and the sick leave entitlement as prescribed has been exhausted, The Oasis may grant such additional sick leave as, in its opinion, the circumstances may warrant.
- i) Section 50 of the *Workers Compensation Act 1987* dealing with the relationship between sick leave and workers compensation applies.

### 19.3 Carer's Leave

- a) Use of Sick Leave: An employee with responsibilities in relation to a class of person set out in sub-clause (c) (ii) below who needs the employee's care and support shall be entitled to use, in accordance with this sub-clause, any current or accrued sick leave entitlement, provided for at Clause 19.2, 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.
- b) The employee shall, if required, establish either by the production of a medical certificate or a 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 sub-clause where another person has taken leave to care for the same person.
- c) The entitlement to use sick leave in accordance with this sub-clause is subject to:
  - i) the employee being responsible for the care of the person concerned; and
  - ii) the person concerned being:
    - A. a spouse of the employee; or
    - B. a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person, or
    - C. a child or an adult child (including an adopted child, a step child, foster child or an ex nuptial child), parent (including a foster parent, step parent and legal guardian), parents of spouse, grandparent, grandchild or sibling (including half, foster and step sibling) of the employee or spouse or de facto spouse of the employee; or
    - D. a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
    - E. a relative of the employee who is a member of the same household, where for the purposes of this paragraph:
      - i) 'relative' means a person related by blood, marriage or affinity;
      - ii) 'affinity' means a relationship that one spouse because of marriage has to blood relatives of the other; and
      - iii) 'household' means a family group living in the same domestic dwelling.

- d) An employee shall, wherever practicable, give The Oasis Management notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
- e) Make-up Time: An employee may elect, with the consent of The Oasis Management, to work 'make-up time', under which the employee takes time off during ordinary hours, and works those hours at a later time, within the spread of ordinary hours provided in the agreement, at the agreement rate of pay detailed in Clause 7, Rates of Pay for the purpose of providing care and support for a person in accordance with sub-clause c) above.
- f) Annual Leave and Leave Without Pay: An employee may elect, with the consent of The Oasis Management, to take Annual Leave or Leave Without Pay for the purpose of providing care and support for a person in accordance with sub-clause c) above. Such leave shall be taken in accordance with Clauses 19.4, Annual Leave and 19.12, Leave Without Pay of this agreement.

#### 19.4 Annual Leave

- a) Annual leave of absence consisting of 4 weeks at the agreement rate of pay as detailed in Clause 7, Rates of Pay, exclusive of Christmas Day and Good Friday, shall be granted to an employee, after each 12 months service and, except as provided for in sub-clause (b) of this clause, shall be taken on its due date or as soon as is mutually convenient thereafter to The Oasis Management and the employee.
- b) The Oasis Management may direct an employee to take Annual Leave by giving at least four weeks prior notification in the following circumstances:
  - i) where the employee has accumulated in excess of eight weeks Annual Leave
  - ii) a period of annual close-down of up to and including 4 weeks.

Provided that:

1. Where an employee has accrued more Annual Leave than the period of the annual close down, the balance of such leave shall be taken in accordance with sub-clause (a) of this clause.
  2. In the case of employees who are not entitled to Annual Leave or do not have an entitlement sufficient to cover the period of the close-down, The Oasis Management shall endeavour to provide meaningful duties as are within the limits of the employee's skill, competence and training for the whole or part of the close-down.
  3. In the event that meaningful duties are not available the employee may be directed to take Leave Without Pay, or by agreement with The Oasis Management, may take Annual Leave in advance of the entitlement provided that in the event of the employee leaving employment before the entitlement becomes due, such Annual Leave shall be repaid by a deduction from the employee's termination pay.
  4. In the event that Leave Without Pay is directed to be taken, such leave shall be regarded as service for the purpose of the accrual of Long Service Leave, Sick Leave and Annual Leave.
- c) The Oasis shall pay each employee before the commencement of the employee's Annual Leave.
  - d) On resignation or termination of employment, The Oasis shall pay to the employee any accrued Annual Leave. In addition, the employee shall be paid Annual Leave on a proportionate basis being equal to one twelfth of the employee's ordinary weekly rate of pay for each completed

week of service. The amount payable shall be calculated according to the agreement rate of pay as detailed in Clause 7, Rates of Pay applicable at the date of termination of service. Provided that the employee shall not receive payment for more than 4 weeks Annual Leave for any period of 12 months.

- e) Where an employee receives a varying rate of pay for 6 months in the aggregate in the preceding 12 month period, the employee's ordinary rate of pay shall be deemed to be the average weekly rate of pay earned during the period actually worked over the 12 months immediately preceding the Annual Leave or the right to payment under this clause.

19.5 Long Service Leave

a)

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

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

- (ii) Where an employee has completed more than 5 years service with The Oasis and is terminated for any cause, Long Service Leave shall be deemed to have accrued for the employee's total length of service and an amount equivalent to such Long Service Leave, less such leave already taken, computed in monthly periods and equivalent to 1.3 weeks for each year of service up to 15 years and 2.2 weeks for each year of service from 15 years onwards.

b)

- (i) Long Service Leave shall be taken at a time mutually convenient to The Oasis Management and the employee in minimum periods of 1 week provided that all Long Service Leave accruing on or after 23 June 1988 shall be taken within five years of it falling due.
- (ii) Payment to an employee proceeding on Long Service Leave shall be made by The Oasis at the employee's agreement rate of pay as detailed in Clause 7, Rates of Pay at the time the employee enters upon the leave.
- (iii) An employee who has become entitled to a period of leave and the employee's employment is terminated by resignation, death or dismissal for any cause shall be deemed to have entered upon leave at the date of termination of the employment and shall be entitled to payment accordingly.

c)

- (i) For the purpose of calculating Long Service Leave entitlement in accordance with subclause (a) of this clause all prior continuous service with any council within New South Wales shall be deemed to be service with The Oasis.
- (ii) Continuity of service shall be deemed not to have been broken by transfer or change of employment from a council to The Oasis provided the period between cessation of service with the council and appointment to the service of The Oasis does not exceed three months and such period is covered by accrued Annual and Long Service Leave standing to the credit of the employee at the time of the transfer, provided further that the employee

concerned does not engage in work of any kind during the period of paid leave between the cessation of service with a council and appointment to the service of The Oasis.

- d) For the purpose of this clause, service shall include the following periods:
- (i) Any period of service with any of Her Majesty's Forces provided that the employee enlisted or was called up direct from the service of a council.
  - (ii) In the case of an employee, transferred to the service of a council of a new or altered area, any period of service with the council from which such employee was transferred.
  - (iii) Service shall mean all service with a council irrespective of the classification under which the employee was employed.
- e) There shall be deducted in the calculation of the employee's service all leave of absence without payment not specifically acknowledged and accepted by a council as service at the time leave was taken.
- f) When an employee transfers from a New South Wales Council to The Oasis, the former council shall pay The Oasis the monetary equivalent of all Long Service Leave accruing to the employee at the time of transfer. However, an employee who at the time of transfer has completed at least 10 years continuous service may elect to be paid the monetary equivalent of the entitlement.
- Employees who at the time of transfer elect to be paid the monetary equivalent of their Long Service Leave entitlement shall have that entitlement calculated by multiplying in completed years and months their period of continuous service with a council.
- A statement showing all prior continuous service with the council of the employee concerned shall be furnished together with details of the assessment of the amount of money shall be paid into a Long Service Leave Reserve Account and appropriate notations made in The Oasis's Long Service Leave Record.
- g) Receipt by The Oasis under sub-clause (f) of this clause of a monetary equivalent on Long Service Leave entitlement to cover an employee's period of service with a previously employing council(s) shall if the employee subsequently leaves the service of The Oasis to seek employment outside New South Wales councils before a Long Service Leave entitlement has become due, refund to such previously employing council(s) the amount paid.
- h) Long Service Leave shall be exclusive of Annual Leave and any other holidays as prescribed by Clause 17, Public Holidays of this agreement, occurring during the taking of any period of Long Service Leave.
- i) When the service of an employee is terminated by death The Oasis shall pay to the employee's estate the monetary equivalent of any untaken Long Service Leave standing to the employee's credit at the time of the employee's death.
- j) Where an employee's service is terminated through shortage of work, material or finance or through illness certified by duly qualified medical practitioner and such employee is reemployed by The Oasis within 12 months of termination of service, prior service shall be counted for the purpose of this clause.

#### 19.6 Paid Maternity Leave

- a)
- (i) This clause applies to all female employees who have had 12 months continuous service with The Oasis immediately prior to the commencement of Maternity Leave or Special Maternity Leave.

- (ii) Paid Maternity Leave shall mean leave taken by a female employee in connection with the pregnancy or the birth of a child of the employee. Paid Maternity Leave consists of an unbroken period of leave.
  - (iii) Paid Special Maternity Leave shall mean leave taken by an employee where the pregnancy of the employee terminates before the expected date of birth (other than by the birth of a living child), or where she suffers illness related to her pregnancy, and she is not then on paid Maternity Leave; provided that a medical practitioner certifies such leave to be necessary before her return to work.
- b)
- (i) An employee shall be entitled to a total of 9 weeks paid Maternity Leave or Special Maternity Leave on full pay; or 18 weeks Maternity Leave or Special Maternity Leave on half pay; or Maternity Leave or Special Maternity Leave on a combination of full pay or half pay provided the leave does not exceed the equivalent of 9 weeks on full pay.
  - (ii) The employee may choose to commence paid Maternity Leave before the expected date of the birth.
- c)
- (i) Annual leave, Long Service Leave and unpaid Maternity Leave may be taken in conjunction with paid Maternity Leave and Special Maternity Leave, subject to The Oasis Management approval, provided that the total period of leave does not exceed 52 weeks.
  - (ii) The period of paid Maternity Leave and Special Maternity Leave is taken into account in calculating the employee's Long Service, Annual and Sick Leave accruals.
  - (iii) Paid Maternity Leave may not be extended beyond the first anniversary of the child's birth.
- d) Payment for Maternity Leave and Special Maternity Leave is at the ordinary rate applicable prior to the commencement of the leave period. Employees working as permanent part-time employees will be paid at their agreement part time rate of pay as detailed in Clause 7, Rates of Pay by either calculating the regular number of hours worked or averaging the employee's weekly wage in the 12 months immediately prior to the employee commencing paid Maternity Leave or Special Maternity Leave.
- e) Paid Maternity Leave and Special Maternity Leave shall be exclusive of Public Holidays.
- f) Notice of intention to take paid Maternity Leave
- The employee must:
- (i) provide The Oasis Management with certification of the expected date of confinement at least 10 weeks before the child is due. This is known as the first notice.
  - (ii) advise The Oasis Management in writing of the intention to take paid Maternity Leave and the proposed start date at least 4 weeks prior to that date. This is known as the second notice.
  - (iii) provide a signed statutory declaration that the employee will be the primary care giver to the child and that the paid Maternity Leave will not be taken in conjunction with any partner accessing paid Parental Leave entitlements.
- g) The employee will not engage in any other form of paid work during the period of paid Maternity Leave without the prior approval of The Oasis Management.

- h) Subject to an application by The Oasis and further order of the Industrial Relations Commission of New South Wales, The Oasis may pay a lesser amount (or no amount) of Maternity Leave or Special Maternity Leave than that contained in this clause where The Oasis can demonstrate economic hardship.

#### 19.7 Jury Service Leave

An employee shall notify The Oasis Management as soon as possible of the date/s upon which the employee is required to attend for Jury Service. The Oasis will pay the employee an amount equivalent to the rostered hours of work for the date/s subject to the employee providing proof of attendance and duration of attendance at Jury Service. The employee is not required to reimburse amounts paid to them for attendance for Jury Service to The Oasis. Part-time employees please refer to Clause 18, Part-time Employee Leave Entitlements.

#### 19.8 Bereavement Leave

Where an employee is absent from duty because of the death of a person in accordance with subclauses (a) to (e) below and provides satisfactory evidence to The Oasis Management of such, the employee shall be granted, for each absence, 3 days leave with pay upon application. Part-time employees please refer to Clause 18, Part-time Employee Leave Entitlements.

Persons in respect of whom Bereavement Leave may be claimed shall include:

- a) a spouse of the employee; or
- b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
- c) a child or an adult child (including an adopted child, a step child, foster child or an ex nuptial child), parent (including a foster parent, step parent and legal guardian), parents of spouse, grandparent, grandchild or sibling (including half, foster and step sibling) of the employee or spouse or de facto spouse of the employee, or
- d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- e) a relative of the employee who is a member of the same household, where for the purposes of this paragraph;
  - (i) 'relative' means a person related by blood, marriage or affinity;
  - (ii) 'affinity' means a relationship that one spouse because of marriage has to blood relatives of the other; and
  - (iii) 'household' means a family group living in the same domestic dwelling.

#### 19.9 Emergency Services Leave

Leave with pay shall be granted to an employee who is a member of a State Emergency Service, Fire-Fighting Service, Search and Rescue Unit or other volunteer service performing similar functions to enable the employee to fulfil an obligation to that service in the event of a civil emergency.

Where an emergency occurs, The Oasis Management shall grant the staff member leave with pay so that he/she may assist with the emergency, providing the following conditions are met:

- a) the staff member is a member of an emergency service organisation;

- b) the staff member has informed The Oasis Management as early as possible prior to the absence of the reason for the absence and its likely length; and

Following the staff member's return to work, he/she must provide documentation stating that he/she had been officially requested to assist in the emergency during the period of absence (eg letter from Brigade Captain).

Emergency Services Leave granted during the employee's normal working hours shall be paid at the employee's agreement rate as detailed in Clause 7, Rates of Pay, in accordance with the actual rostered hours of work for the period of leave granted.

Leave of absence granted under this category counts for service for all purposes and the periods of release from duty will not normally exceed, in total, 5 working days in any calendar year. In exceptional circumstances The Oasis Management may approve additional leave. Part-time employees please refer to Clause 18, Part-time Employee Leave Entitlements.

#### 19.10 Trade Union Leave

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 Australia Inc, shall be entitled to paid leave of absence to attend such course; provided that The Oasis shall not be called upon to pay for more than a total of 10 days leave per calendar year irrespective of the number of The Oasis employees who attend the aforementioned courses.

#### 19.11 Union Conference Leave

An employee of The Oasis who is an accredited delegate to the union's Annual Conference shall be:

- a) entitled to paid leave of absence for the duration of the conference; or
- b) if there is more than one accredited union delegate at The Oasis paid Union Conference Leave is at the discretion of The Oasis Management.

Part-time employees please refer to Clause 18, Part-time Employee Leave Entitlements.

#### 19.12 Leave Without Pay

- a) Periods of Leave Without Pay, shall be taken at a time mutually convenient to The Oasis Management and the employee, and shall not be regarded as service for the purpose of calculating entitlements for Long Service Leave, Sick Leave or Annual Leave. Such periods of Leave Without Pay shall not however, constitute a break in the employee's continuity of service.
- b) An employee shall not be entitled to any payment for Public Holidays during an absence on approved Leave Without Pay.
- c) Leave Without Pay shall be subject to prior approval of The Oasis Management.

### **20. Training and Development**

The parties to this agreement recognise the mutual benefits to be gained in instituting a planned approach to employee development, which encourages the creation of a highly skilled and flexible workforce. The Oasis is committed to the identification and provision of training which ensures industry best practice and continuous improvements as well as enabling employees to reach their potential and perform at their best.

The parties to this agreement recognise that employees will need:

new knowledge and skills in order to maintain a high level of service within a constantly changing environment.



the provision of a framework for employees to plan and develop career goals and learning needs through an employee development and feedback process.

the provision of opportunities for multi-skilling through on the job training and job rotation to ensure employees can provide the broadest range of skills and services to meet the needs of customers and The Oasis; and

encouragement and support throughout the learning process

All employees shall have reasonable and equitable access to education and training and this education and training shall:

be consistent with The Oasis's training plan.

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

enhance employees opportunities for mobility across The Oasis's organisational structures, through participation in The Oasis's training plans.

The Oasis shall develop a training plan and budget consistent with:

the current and future skills requirements of The Oasis.

the size, structure and nature of the operations of The Oasis.

the need to develop vocational skills relevant to the aquatic and recreation industry.

## **21. Oasis Staff Meetings**

The parties to this agreement are committed to consultative and participative processes. The Oasis shall establish staff meetings, which shall meet regularly and provide a forum for consultation between The Oasis Management and employees. The Oasis shall provide and maintain a staff notice board within the facility to enable the distribution of information to employees.

## **22. Grievance and Dispute Procedures**

- a) At any stage of the procedure, the employee(s) may be represented by, a person of their choice, the Union or its local representative/delegate and The Oasis represented by an Industry Association.
- b) The union delegate shall have reasonable opportunity to discuss disputes with The Oasis Management.
- c) A grievance or dispute shall be dealt with as follows:
  - (i) The employee(s) shall notify the supervisor of any grievance or dispute and the remedy sought, in writing.
  - (ii) A meeting shall be held between the employee(s) and the supervisor to discuss the grievance or dispute and the remedy sought within 2 working days of notification.
  - (iii) If the matter remains unresolved, the employee(s) may request the matter be referred to The Oasis Management for discussion. A further meeting between all parties shall be held as soon as practicable.
  - (iv) If the matter remains unresolved The Oasis Management shall provide the employee(s) with a written response. The response shall include the reasons for not implementing any proposed remedy. The aggrieved employee may request in writing that the matter be referred to The Oasis Management.

- (v) Where the matter remains unresolved, it may be referred to the employee's union or representative and by The Oasis Management to the relevant industrial party for further discussion between the parties.
- d) The Industrial Registrar may be advised of the existence of a dispute at any stage of this procedure.
- e) 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.

### **23. Disciplinary Procedures**

#### 23.1 Employee's Rights

Notwithstanding the procedures below, an employee shall:

- a) Have access to their personnel files and may take notes and / or obtain copies of the contents of the file.
- b) Be entitled to sight, note and/or respond to any information placed on their personnel file, which may be regarded as adverse.
- c) Be entitled to make application to delete or amend any disciplinary or other record mentioned on their personnel file, which the employee believes, is incorrect, out-of-date, incomplete or misleading.
- d) Be entitled to request the presence of a union representative and/or the involvement of their union at any stage.
- e) Be entitled to make application for accrued leave for whole or part of any suspension during the investigation process.

#### 23.2 Employer's Rights and Obligations

Notwithstanding the procedures contained below, The Oasis Management shall:

- a) Be entitled to suspend an employee with or without pay during the investigation process provided that:
  - (i) 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.
  - (ii) The suspension shall not affect the employee's continuity of service for the purposes of accruing leave entitlements.
  - (iii) The Oasis Management shall not unreasonably refuse an application for paid leave under this provision.
  - (iv) By agreement an employee may be transferred to another position within The Oasis.
- b) Properly conduct and speedily conclude an investigation into the alleged unsatisfactory work performance, conduct or attendance.
- c) 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.
- d) In appropriate circumstances be entitled to terminate an employee's services in accordance with Clause 25, Termination of Employment of this agreement.
- e) Be entitled to request the presence of a union representative at any stage.

### 23.3 Procedures

- a) Where an employee's work performance, conduct or attendance is considered unsatisfactory, the employee shall be informed in the first instance of the nature of the unsatisfactory performance, conduct or attendance and of the required standard to be achieved, by The Oasis Management.
- b) Unsatisfactory work performance, conduct or attendance 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.

- c) Where there is re-occurrence of unsatisfactory work performance, conduct or attendance, the employee shall be warned formally in writing by The Oasis Management and counselled.
- d) 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, conduct or attendance 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.

- e) If the employee's unsatisfactory work performance, conduct or attendance 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, conduct or attendance not cease immediately.
- f) If the employee's work performance, conduct or attendance does not improve after the final warning further disciplinary action may be taken.

### 23.4 Penalties

After complying with the requirements above, The Oasis Management may:

- a) Demote the employee to a lower paid position, provided that the employee shall not suffer a reduction in the rate of pay for 2 weeks from the date of the demotion.
- b) Suspend an employee without pay from work for a specified period of time.
- c) Terminate the employment of the employee.

## 24. Uniforms

- a) The Oasis shall supply employees with uniforms suitable to the nature of the work performed and the work environment.
- b) Employees shall be responsible for the maintenance of and laundering of uniforms supplied by The Oasis.

## 25. Termination of Employment

- a) An employee shall give The Oasis Management 2 weeks notice of their intention to terminate their employment. If no such notice is provided, The Oasis shall be entitled to deduct pay equivalent to the required notice from any entitlements payable under this agreement.

- b) The Oasis Management and an employee may agree to a shorter period of notice for the purpose of this sub-clause, in special circumstances.
- c) The Oasis shall give to an employee a period of notice of termination in accordance with the following scale or by payment in lieu thereof:

Employee's Period of Continuous Service	Period of Notice
Less than 2 years	At least 2 weeks
2 years and less than 3 years	At least 3 weeks
3 years and less than 5 years	At least 4 weeks
5 years and beyond	At least 5 weeks

- d) The provision of this clause shall be read subject to the provisions of Clause 26, Workplace Change and Redundancy, of this agreement.

### **26. Workplace Change and Redundancy**

For the purposes of leave provisions detailed in Clause 26, Workplace Change and Redundancy all entitlements shall be converted to hours and references to a:

- a) day shall mean 7.6 hours
- b) week shall mean 38 hours

**(A) The Oasis's Duty to Notify**

- (i) Where The Oasis Management has made a definite decision to introduce major changes in production, program, organisation structure or technology that are likely to have significant effects on employees, The Oasis Management shall notify the employees who may be affected by the proposed changes and the Union.
- (ii) "Significant effects" shall include termination of employment; major changes in the composition or size of The Oasis's workforce or in the skills required; the elimination or diminution of job opportunities; promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs.

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

**(B) The Oasis's Duty to Discuss Change**

- (i) The Oasis Management shall discuss with the employee(s) affected and the Union, inter alia, the introduction of the changes referred to in sub-clauses (A)(i) and (ii) of this clause, what affects the changes are likely to have on the employee(s) and measures to avert or mitigate the adverse changes on the employee(s) and shall give prompt consideration to matters raised by the employee(s) and / the Union in relation to the changes and may reconsider its original decision.
- (ii) The discussion shall commence as early as practicable after a definite decision has been made by The Oasis Management to make the changes referred to in sub-clause (A)(i) and (ii) of this Clause.
- (iii) For the purposes of the discussion, The Oasis Management shall provide to the employee(s) concerned and the Union, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on the employee(s) and any other matters likely to affect the employee(s).

(C) Discussion Before Termination

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

(D) Notice to Centrelink

Where a decision has been made to terminate employees, The Oasis shall notify Centrelink as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

(E) Notice of Termination

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

(F) Severance Pay

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

- (ii) In addition to any required period of notice, and subject to sub-clause (E) of this Clause, the employee shall be entitled to the following:

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

- (G) An employee who resigns during the period of notice is entitled to the same redundancy payments provided in this clause as if they had remained in The Oasis's employment until the expiry of the notice period.
- (H) During a period of notice of termination given by The Oasis Management, an employee shall be allowed up to one day off without loss of pay during each week of notice for the purpose of seeking other employment. Where required by The Oasis Management the employee shall provide proof of attendance at an interview.
- (I) If the employee agrees to be redeployed by The Oasis Management into a lower paid position, the employee's existing salary and conditions shall be maintained for a period equivalent to the amount of notice and redundancy pay that the employee would be entitled to under this agreement. Provided that should the employee resign during the period of salary maintenance, as provided for by this sub-clause, the balance of any notice and redundancy pay that the employee would have been entitled to for the remainder of the period of salary maintenance shall be paid on termination.
- (J) The Oasis Management shall, upon receipt of a request from an employee to show employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification or the type of work performed by the employee.
- (K) The Oasis Management shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an "Employment Separation Certificate" in the form required by Centrelink.
- (L) In the event that The Oasis Management determines that a position is redundant, The Oasis Management where practicable, shall firstly offer such redundancy on a voluntary basis.
- (M) Nothing in this agreement shall be construed so as to require the reduction or alteration of more advantageous benefits or conditions which an employee may be entitled to under any existing redundancy arrangement, taken as a whole, between the Union and The Oasis under this agreement.
- (N) Subject to an application by The Oasis Management and further order of the Industrial Relations Commission on New South Wales The Oasis may pay a lesser amount (or no amount) of severance pay than that contained in sub-clause (E) above if The Oasis Management obtains acceptable alternative employment for an employee.
- (O) Nothing in this clause shall restrict an employee with ten years service or more and The Oasis Management from agreeing to further severance payments.

## **27. Competitive Tendering**

- a) Competitive tendering is the calling of tenders by The Oasis Management for the provision of service(s) that are currently being performed by The Oasis employees where The Oasis's in-house service unit submits a bid as well as external contractors. The Oasis Management then makes its decision based on the tender bids about who will provide the service.
- b) Prior to making a decision to competitively tender a service, The Oasis Management shall notify and consult with the Union when Union members are likely to be affected by the decision.
- c)
  - (i) Where The Oasis Management makes a definite decision to competitively tender a service The Oasis Management shall notify the employees who may be affected by the proposed tender of such services and the Union.
  - (ii) The Oasis Management shall discuss the competitive tendering process with the affected employee(s) and the Union and give prompt consideration to matters raised by employee(s) and the Union.
  - (iii) Discussions between The Oasis Management and the affected employee(s) and the Union shall commence as early as practicable after a definite decision has been made to competitively tender a service.
  - (iv) For the purposes of the discussion The Oasis Management shall provide to the employee(s) and the Union, all relevant information about the tendering process including the nature of the service to be tendered, the proposed timetable for the tender of the service, the expected effects upon employee(s), a process for the formulation of an in-house bid and any other matters likely to affect the employee(s).
- d) Where a contract is won by an in-house bid, an agreement stating the duration and other relevant terms shall be entered into.

## **28. Savings Provision**

- a) No employee shall suffer a loss of income as a consequence of the introduction of this agreement.
- b) Employee's of The Oasis who were previously New South Wales Council employees:
  - (i) Prior to 11 May 1995 and had an entitlement to transfer accumulated Sick Leave under the Local Government Senior Officers' Award shall retain this entitlement.
  - (ii) As at 15 February 1993 and had an entitlement for the payment of unused Sick Leave arising out of the termination of employment due to ill-health or death shall retain the following provisions:
    - (a) In the event of the termination of service of an employee on account of ill- health and The Oasis Management 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 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, The Oasis shall pay to the employee's estate, the monetary equivalent of any untaken Sick Leave standing to the employee's credit at the time of death.
    - (c) Payment under this clause is limited to Sick Leave calculated to retirement age in accordance with relevant legislation and shall not be payable if the injury or illness arises

out of or in the course of employment such that it is compensable under the *Workers Compensation Act 1987*.

- (d) For the purposes of this sub-clause such entitlement to payment of untaken Sick Leave shall be paid in accordance with Clause 14 of Schedule 4 of the *Industrial Relations Act (NSW) 1996*.
- (iii) The implementation of this agreement shall not result in the removal of any existing arrangement for an additional payment made by The Oasis for the payment of wages, excepting when such payment relates to FID.

### **29. Area, Incidence and Duration**

- a) This agreement shall apply to all employees engaged to perform work at The Oasis Regional Aquatic Centre.
- b) This agreement shall take precedence over the Local Government (State) Award 2001 and all variations thereof, to the extent of any inconsistency.
- c) This agreement shall operate from 1 July 2004 and shall remain in force for a period of 3 years from that date.
- d) The parties agree:
  - (i) to commence negotiations on a new agreement no later than 6 months prior to the expiration of this agreement.
  - (ii) that the agreement may be varied at any time during the tenure of this agreement with the mutual consent of the parties.

### **30. Access to the Agreement**

Employees of The Oasis shall be provided with a copy of this agreement at the time of engagement.

A copy of this agreement will be maintained at The Oasis and will be available for inspection at anytime by an employee.

### **31. Salary Structure**

- a) The Oasis Salary Structure as at 1 July 2004 shall be as detailed below:

Grade	Entry	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Classification		Entry x 2%	Entry x 4%	Entry x 6%	Entry x 8%	Entry x 10%	Entry x 12%
Level A	640.58	653.39	666.20	679.01	691.83	704.64	717.45
Level B	748.65	763.62	778.60	793.57	808.54	823.52	838.49
Level C	947.78	966.74	985.69	1004.65	1023.60	1042.56	1061.51

- b) Increases to the Salary Structure shall be applied as detailed in Clause 7, Rates of Pay.
- c) Progression from Entry through the 8 Steps shall be as detailed in Clause 8.5, Annual Incremental Payment Scheme.

### **32. Net Detriment**

Attachment A provides a Net Detrimental Evaluation which compares benefits provided to employees in accordance with this agreement to entitlements provided under the Local Government (State) Award 2001 and the Wagga Wagga City Council (Salary and Progression) Enterprise Agreement 2001. The parties agree that this attachment provides a comparative basis for future reference in regard to this agreement.



32.1 Attachment A - Net Detriment Evaluation

Classification and Base Rates of Pay Oasis Position Title	Local Government (State) Award		Wagga Wagga City Council	
	Classification	Base Hourly Rate	Classification	Base Hourly Rate
Facilitators	AT2	\$19.04	Grade 10	\$19.70
Aquatics Officers	OB3	\$16.29	Grade 6	\$16.86
Aquatic Support	OB2	\$14.26	Grade 2	\$14.76

Note: Rates of pay for both the Local Government (State) Award and the Wagga Wagga City Council Salary and Progression Agreement contain provisions for junior or age related rates of pay. These rates of pay have not been detailed above.

THE OASIS AGREEMENT			
Oasis Position Title	Classification	Base Hourly Rate	In Addition to Inflated Rates of Pay and no Age Rates of Pay the Oasis Agreement Offers Employees:
Facilitators	Level C	\$24.94*	<p>A. Employee Benefits Scheme</p> <p>20% discount on all food and drink purchased at the Oasis Café. a free staff pass to The Oasis facility comprising free access for casual swimming for the staff member up to 5 accompanying guests per visit. 10% discount to all programmes and activities provided at The Oasis. 10% discount on all merchandise purchased at The Oasis.</p> <p>B. Additional Leave Provisions</p> <p>3 days Bereavement Leave instead of 2 Jury Service leave - The Oasis pays the employee and the employee keeps any additional payments from other parties. Emergency Services Leave provisions. additional leave provisions for Public Holidays.</p> <p>C. Annual Incremental Payment Scheme</p> <p>2% increase in rate of pay for 6 years, a total of 12% based on the achievement of a satisfactory annual performance appraisal.</p>
Aquatics Officers	Level B	\$19.70*	
Aquatic Support	Level A	\$16.86*	
<p>Note:</p> <ol style="list-style-type: none"> <li>There are no junior or age related rates of pay. All employees are paid in accordance with the position classification.</li> <li>Rates of pay are inflated and additional benefits are offered in lieu of penalty payments within the spread of 152 hours per 4-week cycle.</li> <li>Overtime Rates: Hours worked in excess of 152 per 4-week cycle shall be paid at the rate of time and a half for the first 2 hours and double time thereafter.</li> <li>Rates of pay and allowances increase in accordance with the Local Government (State) Award.</li> <li>The Local Government (State) Award Disability Allowance has received a name change and is called the "Spic and Span" Allowance.</li> </ol>			
<p><b>Spread of Hours</b> - The spread of hours at The Oasis will be 152hrs per 4-weekly rostering cycle, which ensures maximum flexibility of hours for both management and employees.</p> <p><b>Weekend Work</b> - Rosters are not fixed, they vary from cycle to cycle and are mutually agreed between management and staff. It is anticipated that staff will be required to work a full or partial weekend at least once per 4-weekly rostering cycle.</p> <p>* Hourly rate: Please note the Oasis hourly rate of pay has been rounded up to 2 decimal places.</p>			

It is expected that employees at The Oasis shall work a minimum of 1 full or partial weekend per 4 weekly cycle. The examples detailed below addresses the net detriment issue for a full-time Aquatics Officer working one Saturday and one Sunday in a 4-week period in accordance with classifications detailed under both the Oasis Agreement and the Wagga Wagga City Council Salary and Progression Agreement.

**EXAMPLE A - EMPLOYEE CALCULATIONS BASED ON 1 WEEKEND PER 4-WEEK CYCLE**

Note: The example hours of work used is for calculation purpose only and is not indicative of The Oasis rostering arrangements.

1. Payment In Accordance With The Oasis Agreement

Full-time Aquatics Officer - Classification Level B - Base Hourly Rate of \$19.70.

	Monday		Tuesday		Wednesday		Thursday		Friday		Saturday		Sunday		Total Weekly	
	Hrs	Pay	Hrs	Pay	Hrs	Pay	Hrs	Pay	Hrs	Pay	Hrs	Pay	Hrs	Pay	Hrs	Pay
Week 1			8	\$157.60	8	\$157.60	8	\$157.60	8	\$157.60	8	\$157.60			40	\$788.00
Week 2			8	\$157.60	8	\$157.60	8	\$157.60	8	\$157.60					32	\$630.40
Week 3	8	\$157.60	8	\$157.60	8	\$157.60	8	\$157.60					8	\$157.60	40	\$788.00
Week 4	8	\$157.60	8	\$157.60	8	\$157.60	8	\$157.60	8	\$157.60					40	\$788.00
Total															152	\$2994.40

2. Payment in Accordance with the Wagga Wagga City Council (Salary and Progression) Agreement

Full-time Aquatics Officer - Classification Grade 6 - Base Hourly Rate of \$16.86.

	Monday		Tuesday		Wednesday		Thursday		Friday		Saturday (penalty rates)		Sunday (penalty rates)		Total Weekly	
	Hrs	Pay	Hrs	Pay	Hrs	Pay	Hrs	Pay	Hrs	Pay	Hrs	Pay	Hrs	Pay	Hrs	Pay
Week 1			8	\$134.88	8	\$134.88	8	\$134.88	8	\$134.88	8	\$252.90			40	\$792.42
Week 2			8	\$134.88	8	\$134.88	8	\$134.88	8	\$134.88					32	\$539.52
Week 3	8	\$134.88	8	\$134.88	8	\$134.88	8	\$134.88					8	\$269.76	40	\$809.28
Week 4	8	\$134.88	8	\$134.88	8	\$134.88	8	\$134.88	8	\$134.88					40	\$674.40
Total															152	\$2815.62

\* Saturday penalty rate calculations based on time and a half for the first 2 hours and double time thereafter.

\*\* Sunday penalty rate calculations based on double time for all hours worked.

NET DETRIMENT - The employee under The Oasis Agreement is \$178.78 better off than under the Wagga Wagga City Council Salary and Progression Agreement in the example above.

Note: The example calculations above are based on rates of pay only and do not include benefits offered as additional offsets in The Oasis Agreement.

**EXAMPLE B: EMPLOYEE CALCULATIONS BASED ON 2 WEEKENDS PER 4-WEEK CYCLE**

Note: The example hours of work used is for calculation purpose only and is not indicative of The Oasis rostering arrangements.

1. Payment in Accordance with the Oasis Agreement

Full-time Aquatics Officer - Classification Level B - Base Hourly Rate of \$19.70.

	Monday		Tuesday		Wednesday		Thursday		Friday		Saturday (penalty rates)		Sunday (penalty rates)		Total Weekly	
	Hrs	Pay	Hrs	Pay	Hrs	Pay	Hrs	Pay	Hrs	Pay	Hrs	Pay	Hrs	Pay	Hrs	Pay
Week 1			8	\$157.60	8	\$157.60	8	\$157.60	8	\$157.60	8	\$157.60			40	\$788.00
Week 2					8	\$157.60	8	\$157.60	8	\$157.60			8	\$157.60	32	\$630.40
Week 3			8	\$157.60	8	\$157.60	8	\$157.60	8	\$157.60	8	\$157.60			40	\$788.00
Week 4	8	\$157.60	8	\$157.60	8	\$157.60	8	\$157.60					8	\$157.60	40	\$788.00
<b>Total</b>															152	\$2994.40

2. Payment in Accordance with the Wagga Wagga City Council (Salary and Progression) Agreement

Full-time Aquatics Officer - Classification Grade 6 - Base Hourly Rate of \$16.86.

	Monday		Tuesday		Wednesday		Thursday		Friday		Saturday (penalty rates)		Sunday (penalty rates)		Total Weekly	
	Hrs	Pay	Hrs	Pay	Hrs	Pay	Hrs	Pay	Hrs	Pay	Hrs	Pay	Hrs	Pay	Hrs	Pay
Week 1			8	\$134.88	8	\$134.88	8	\$134.88	8	\$134.88	8	\$252.90			40	\$792.42
Week 2					8	\$134.88	8	\$134.88	8	\$134.88			8	\$269.76	32	\$674.40
Week 3			8	\$134.88	8	\$134.88	8	\$134.88	8	\$134.88	8	\$252.90			40	\$792.42
Week 4	8	\$134.88	8	\$134.88	8	\$134.88	8	\$134.88					8	\$269.76	40	\$809.28
<b>Total</b>															152	\$3068.52

\* Saturday penalty rate calculations based on time and a half for the first 2 hours and double time thereafter.

\*\* Sunday penalty rate calculations based on double time for all hours worked.

NET DETRIMENT - The employee under The Oasis Agreement is paid \$74.12 less than under the Wagga Wagga City Council Salary and Progression Agreement in the example above.

Note: The example calculations above are based on rates of pay only and do not include benefits offered as additional offsets in The Oasis Agreement

**SIGNATORIES**

THIS AGREEMENT is made on the \_\_\_\_\_ day of the month of \_\_\_\_\_, 2004

Between:

SIGNED on behalf of the Wagga )  
Wagga City Council by: ) \_\_\_\_\_  
in the presence of: )  
  
\_\_\_\_\_  
(Signature of Witness)

And:

SIGNED on behalf of the United )  
Services Union of Australia - NSW ) \_\_\_\_\_  
Division by: )  
in the presence of: )  
  
\_\_\_\_\_  
(Signature of Witness)