



1. Title:

This agreement shall be known as the Riviera Group Australian Workplace Agreement.

2. Parties Bound:

The parties to this agreement ("Agreement") shall be:

- a) Riviera Marine (INT.) Pty Ltd, ACN 058 009 215 trading as The Riviera Group of 50 Waterway Drive, Coomera QLD 4209 (the "Company"); and
- b) "Employee".

4. Intent:

Except as provided by this Agreement, the conditions of employment of the Employee shall be those contained in the Federal Metal, Engineering & Associated Industries Award (the "Award") as amended from time to time. Where there is inconsistency between this Agreement and the Award, this Agreement shall prevail.

5. Period of Operation:

The Agreement takes effect from _____ and shall remain in force until October 2006, unless otherwise terminated or varied beforehand by mutual agreement of the parties. Regardless of the expiry date, the same terms and conditions of this Agreement shall continue to apply to the Employee's employment with Company until it is replaced by a new agreement.

6. Relationship to Company Policies & Procedures:

This Agreement is supported by policies and procedures determined by the Company from time to time. These policies and procedures will not reduce the Employee's substantive entitlements contained in this Agreement but rather provide guidelines for the fair and efficient administration of the employment relationship. *

7. Confidential Information:

The Employee must not reveal or use, either for his or her own benefit or anyone else's, any confidential information which he or she may acquire during his or her employment. For the purposes of this Agreement, "confidential information" includes any information (written or oral) which is not publicly available (and information which is publicly available due to disclosure by the Employee). For the avoidance of doubt, this obligation will still apply to the Employee after his or her employment with the Company has ended.

8. Probation (new employees only):

The first 3 months of the Employee's employment will be a probationary period of employment. At any time during, or at the end of, the probationary period, the

Employee may be advised by the Company that the Employee's employment will not be continued beyond the initial probationary period.

If the Employee has been in continuous employment with the Company for a period of not less than three months leading up to the date of this Agreement, this clause will not apply to the Employee.

9. Duty/Responsibility:

The Employee undertakes:

- to devote the whole of the Employee's working time and attention, and use the Employee's best endeavors, to further the development, reputation and business of the Company; and
- to observe all lawful directions, orders, instructions and policies (as varied from time to time) of the Company; and
- not to be directly or indirectly involved or engaged in work for, or provide services to, any other company, business or individual, whether paid or otherwise, which may in any way conflict with the interests of the Company or the performance of the Employee's duties, unless otherwise agreed in writing by the Company.

10. Hours of Work (Ordinary Hours and Overtime):

Day Shift Ordinary Hours

The ordinary hours of work on the Day Shift shall be 42 hours Monday to Saturday between the hours of 6.00am to 6.00pm. *

The Company may implement a roster of staggered starting and finishing times at each work place. A copy of the current Day Shift roster is set out in Part 1 of Annexure A to this Agreement. The Company must give the Employee 2 week's written notice before making any changes to the roster.

Day Shift Overtime

Any work performed by the Employee for the Company during the Employee's weekly pay cycle (excluding any work performed on a Sunday) which in excess of 42 hours but less than 55 hours will be paid at 1.5 times the Employee's ordinary hourly rate at the relevant time. *

Any work performed by the Employee for the Company during the Employee's weekly pay cycle (excluding any work performed on a Sunday) which is in excess of 55 hours will be paid at 2 times the Employee's ordinary hourly rate at the relevant time.

Any work performed by the Employee for the Company on a Sunday will be paid at 2 times the Employee's ordinary hourly rate at the relevant time.

Afternoon Shift Ordinary Hours

The ordinary hours of work for the Afternoon Shift shall be 40 hours Monday to Saturday between the hours of 12pm to 12am.

The Company may implement a roster of staggered starting and finishing times at each work place. A copy of the current Afternoon Shift roster is set out in Part 2 of Annexure A to this Agreement. The Company must give the Employee 2 week's written notice before making any changes to the roster.

Afternoon Shift Overtime

Any work performed by the Employee for the Company during the Employee's weekly pay cycle (excluding any work performed on a Sunday) which in excess of 40 hours but less than 55 hours will be paid at 1.5 times the Employee's ordinary hourly rate at the relevant time.

Any work performed by the Employee for the Company during the Employee's weekly pay cycle (excluding any work performed on a Sunday) which is in excess of 55 hours will be paid at 2 times the Employee's ordinary hourly rate at the relevant time.

Any work performed by the Employee for the Company on a Sunday will be paid at 2 times the Employee's ordinary hourly rate at the relevant time.

11. Remuneration:

For the first year of this Agreement the Employee's ordinary hourly rate will be \$ 18.00

For the second year of this Agreement the Employee's ordinary hourly rate will be not less than \$ 18.63

For the third year of this Agreement the Employee's ordinary hourly rate will be not less than \$ 19.28

An additional 15% loading and a meal allowance at not less than the Award rate will be paid by the Company in respect of any full afternoon shift work performed by the Employee.

12. Superannuation:

The Company will, from the date of this Agreement, make superannuation contributions to the Riviera Superannuation Plan with the Australia and New Zealand Banking Group. The superannuation contribution shall be those contributions required under the Superannuation Guarantee (Administration) Act 1992 and will be based on the ordinary hours worked by the Employee.

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13. Leave Entitlements:

The Employee will be entitled to annual leave, sick leave, public holidays and long service leave in accordance with the terms of the Award and on the basis of the ordinary hours worked by the Employee.

The Company reserves the right to direct the Employee to take accrued annual leave by giving the Employee one month's notice.

14. Anti-Discrimination:

The parties of this AWA agree that:

- (a) it is their intention to achieve the principal object in paragraph 3(j) of the *Workplace Relations Act 1996*, which is to respect and value the diversity of the work force by helping to prevent and eliminate discrimination at their enterprise on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin; and
- (b) any dispute concerning these provisions and their operation will be progressed initially under the dispute resolution procedure in this AWA; and
- (c) nothing in these provisions allows any treatment that would otherwise be prohibited by anti-discrimination provisions in applicable Commonwealth, State or Territory legislation; and
- (d) nothing in these provisions prohibits:
 - i) any discrimination conduct (or conduct having a discriminatory effect) that is based on the inherent requirements of a particular position; or
 - ii) any discriminatory conduct (or conduct having a discriminatory effect) if:
 - (A) the employee is a member of staff of an institution that is conducted in accordance with the doctrines, tenets, beliefs or teachings of a particular religion or creed; and
 - (B) the conduct was in good faith to avoid injury to the religious susceptibilities of that religion or creed.

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