

ENTERPRISE AGREEMENT

NO: E.A. 340 /1996

DATE REGISTERED: 10-12-96

PRICE: \$ 24-00

1. Title

This Agreement shall be known as 4 in 1 Fitness Enterprise Bargaining Agreement 1996.

2. Arrangement

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3. Parties

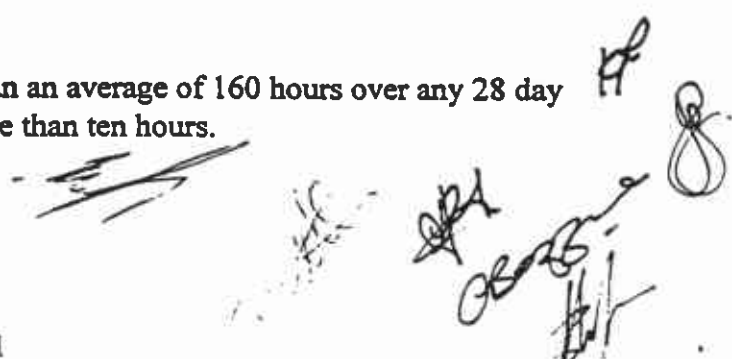
The parties to this agreement shall be Mark Greenwood and Daren Schultz trading as 4 in 1 Fitness (the employer) of the one part, and the employees of the employer at Evans Close, Wyoming NSW, 2250 in all classifications at the enterprise as defined in clause 7.

4. Duress

This agreement was not entered into under duress by either party.

5. Hours

- (a) The hours of work shall be not more than an average of 160 hours over any 28 day period to be worked in shifts of not more than ten hours.



- (b) Except as otherwise provided, each weekly employee shall have two days off each week it is reasonably possible to arrange accordingly.
- (c) The ordinary hours of work for full-time weekly employees shall be rostered to provide at least ten hours break between shifts.

6. Contract of Employment

- (a) Except as hereinafter provided, employment shall be by the week. Any employee not specifically engaged as a casual employee shall be deemed to be a weekly employee.
- (b) All employees upon commencement shall be on a probation period of two months.
- (c) Employment shall be terminated by a week's notice on either side given at any time during the week or by the payment or forfeiture of a week's wages as the case may be. Where an employee has been given or has given notice as aforesaid he shall, if required by the employer, continue in his employment until the date of expiration of such notice.
- (d) Nothing in this award shall affect the right of an employer to dismiss any employee without notice for misconduct, and in such cases, the wages shall be paid up to the time of dismissal only, or to deduct payment for any time the employee cannot be usefully employed because of any strike or through any breakdown in machinery or any stoppage of work by any cause for which the employer cannot reasonably be held responsible.
- (e) The parties recognise and agree that the nature of the enterprise requires flexibility in the performance of job duties. As a consequence employees may be directed to fulfil a combination of duties as prescribed in clause 7 Classification and rates of pay. The classification in which the employee performs the majority of their duties shall be the classification on which the employee is remunerated.

7. Classification and Rates of Pay

Classification	Full-Time	Part-Time	Casual
Reception staff	\$10.00	\$10.00	\$11.99
Childcare Care	\$10.00	\$10.00	\$11.99
Fitness Assessor	\$11.00	\$11.00	\$13.45
Cleaners	\$10.00	\$10.00	\$12.00
Rock Climbing Instructors	\$10.02	\$10.02	\$12.00
Fitness Instructors			\$25.00

Aerobics instructors shall be paid \$12.50 per half hour class.

The minimum rates of pay for junior employees shall be the undermentioned percentages of the rate for the appropriate classification pursuant to clause 7, calculated to the nearest 10 cents any broken part of 10 cents in the result not exceeding 4 cents to be disregarded.

Age	% of Adult Rate of Pay
17 years and under	65
18 years	75
19 years	85

8. Mixed Functions

Owing to the nature of the businesss employees, from time to time, will be called upon to perform duties in addition to those for which they are classified. The parties recognise the flexibility required and, as a result, employees will be paid according to their classification in which they are substantially employed.

Except for those employees who may be performing the duties of a Fitness Instructor, where they will be paid the rate for Fitness Instructor for the duration that they are performing these duties.

9. Part-Time Employment

- (a) A part-time employee is an employee who is engaged for less than 160 hours over a four week period.
- (b) The ordinary hours of work of a part-time employee shall be set by a roster at least one week in advance.
- (c) The general starting and finishing times of a part-time employee may be altered by agreement between the employee and employer.
- (d) A part-time employee shall receive an hourly rate pursuant to clause 7, Classifications and Rates of Pay, for the appropriate classification.
- (e) A part-time employee shall receive all benefits of a weekly employee except on a pro-rata basis.

10. Casual Employment

- (a) Casual employees are persons engaged and paid as such.
- (b) Casuals shall be paid pursuant to clause 7.,

This casual rate includes statutory obligations under the Annual Holidays Act 1944.

Also provided that a casual employee involved in the presentation or conducting of sports games/training (eg instructors) shall be paid for a minimum engagement of one hour with the exception of Fitness instructors which shall be a minimum engagement of half an hour.

11. Penalty Rates

No Saturday, Sunday or Public Holiday penalty rates shall apply for any work done during ordinary hours of work.

12. Rosters

- (a) All employees shall be notified by the employer of their working times by means of a roster. At least seven days notice shall be given to the employee should any alternation of the working hours be intended except in cases of emergency.
- (b) All rosters shall specify the commencing and finishing times of the ordinary hours of work of each employee.
- (c) Employees shall be allowed to exchange shifts, day off or to perform duty for other employees provided the approval of the person in charge of the establishment has been obtained, and provided further that any excess hours worked as a result of such exchange shall not involve the employer in overtime payment.
- (d) Full-time employees shall be entitled to a minimum period of ten hours break between shifts. Should an employee be required to resume work without having a break of at least ten hours between rostered shifts, he shall be paid at the rate of double time for all time worked until he has had a break from work for at least ten hours.

13. Annual Leave

Subject to the provisions of the Annual Holidays Act 1944, the following shall apply:-

- (a) All employees engaged by the week shall have four weeks annual leave on full pay for each year of service less the period of annual leave.
- (b) If the four weeks annual leave or pay due under subclause (a) shall not have been given at the expiration of the year, the employee's right thereto shall continue and accumulate in respect of each year's service.
- (c) If the employment of any weekly employee is terminated such employee shall be entitled to pro rata payment for each month of service that has been rendered during

the employment unless in respect of such service annual leave or payment has been given or made by the employer.

14. Sick Leave

- (a) A weekly employee shall be entitled to paid sick leave of 40 hours per annum.

Provided that sick leave shall accumulate for three years or until used.

- (b) An employee shall provide to the satisfaction of the employer that the employee was unable to on account of illness or injury, to attend for duty of the day or days which such leave is claimed.

15. Bereavement Leave

A weekly employee shall, on the death, of a wife, husband, father, mother, child or step-child, be entitled to leave up to and including the day of the funeral of such relation, and such leave shall be without deduction of pay for the period not exceeding the number of hours worked by the employee in three ordinary day's work. Proof of such death shall be furnished by the employee to the satisfaction of his employer. Provided however, that this clause shall have no operation while the period of entitlement to leave under it coincides with any other period of entitlement to leave. For the purposes of this clause, the word "wife" and "husband" shall not include a wife or husband from whom the employee is separated but shall include a person who lives with the employee as a de facto wife or husband.

16. Jury Service

- (a) A weekly employee required to attend for jury service during his ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of his attendance for such jury service and the amount of wage he would have received in respect of the ordinary time he would have worked had he not been on jury service.

- (b) An employee shall notify the employer as soon as possible of the date upon which he is required to attend for jury service. Further, the employee shall give the employer proof of his attendance, the duration of such attendance and the amount received in respect of such jury service.

17. Grievance and Disputes Procedure

- (a) Procedures relating to grievances of individual employees:

(Name)

(Date)

Signed

Paul J. Greenwood

26/8/96

(Name)

(Date)

Signed

Joe della

26-8-96

(Name)

(Date)

Signed

Christo Bezzina

27/8/96

(Name)

(Date)

Signed

D. Ellison

27/8/96

Diane Ellison

(Name)

(Date)

Signed

Kym Pryde

29/8/96

Kym PRYDE

(Name)

(Date)

Signed

Aaron Crane

Aaron Crane

(Name)

27/8/96

(Date)

Signed

Jennifer Murray

JENNIFER MURRAY

(Name)

27. 8. 96.

(Date)

Signed

Melissa Collins

MELISSA COLLINS

(Name)

27-8-96

(Date)

Signed

mj Hunter

mathew Hunter

(Name)

27-8-96

(Date)

Signed

Chryssy Hodges

Chryssy Hodges

(Name)

(Date)

Signed

(Name)

(Date)

Signed

(Name)

(Date)

Signed

M. Vale

Meegan Vale

(Name)

27/8/96

(Date)

Signed

C. Thompson

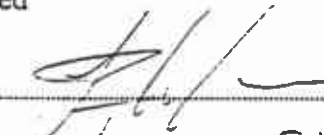
CLEO THOMPSON

(Name)

27/8/96


(Date)

Signed


Heesa Sharpe
(Name)

28.8.96
(Date)

Signed

Sharon Pagniano

(Name)


28.8.96
(Date)

Signed

Erika Reade
Leihan Duth
(Name)

(Date)

Signed


STEPHEN JOHNSON
(Name)

28/8/96
(Date)

Signed

(Name)

(Date)

Signed

(Name)

(Date)

Signed

S Church

Simone Church. 29/8/96.

(Name) (Date)

Signed

Greenwood

J. Greenwood 29/8/96

(Name) (Date)

Signed

Steven Gardner

STEVEN GARDNER 29-8-96

(Name) (Date)

Signed

(Name) (Date)

Signed

(Name) (Date)

Signed

(Name) (Date)