

ENTERPRISE AGREEMENT

NO: E.A. 347 /1996

DATE REGISTERED: 20-12-96

PRICE: \$ 20.00

1. Title

This Agreement shall be known as the Coolibah Fitness Centre Enterprise Bargaining Agreement 1996.

2. Arrangement

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3. Parties

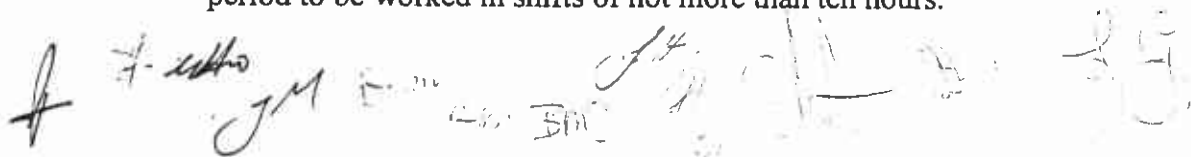
The parties to this agreement shall be Wyfan Pty Ltd trading as Coolibah Fitness Centre (the employer) of the one part, and the employees of the employer at 25 Paton Street Merrylands, NSW, 2160 in all classifications at the enterprise.

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.



All employees shall be notified by the employer of their working shifts by means of a roster placed on the staff notice board for each employee's perusal. At least seven days notice shall be given to the employee should any alteration of the working hours be intended, except in the case of emergency or where the employee(s) agrees to the alteration.

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) 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.
- (c) 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.

7. Classification and Rates of Pay

Classification	Full-Time	Part-Time	Casual
Reception	\$10.30	\$10.30	\$14.00
Child care	\$10.00	\$10.00	\$11.99
Fitness Leaders			\$28.00
Gym Supervisor	\$14.00	\$14.00	\$14.00

JUNIOR RATES

PERCENTAGE OF ADULT RATE

At sixteen years and under	55
At seventeen years	65
At eighteen years	75
At nineteen years	85

DEFINITIONS

Reception: General duties at reception including but not limited to: greeting of members on arrival, assistance to members at the club and answering telephone enquiries.

<i>Child-Care:</i>	Provision of child care at the centre
<i>Fitness Leaders:</i>	Instruction of Aerobic style classes
<i>Gym Supervisor:</i>	Supervision of the gymnasium and weights areas.

8. 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.

9. 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 an all-up casual employee involved in the presentation or conducting of sports games/training (eg instructors) shall be paid for a minimum engagement of one hour.

10. Penalty Rates

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

11. 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.

12. 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.
- (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.
- (d) Where any public holiday occurs during the period of the employee's annual leave, the leave shall be increased by one day for each holiday occurring. Provided that the Public Holiday falls on a day on which the employee would have been working but for being on annual leave.

13. Sick Leave

- (a) A weekly employee shall be entitled to paid sick leave in accordance with the following scale:

During the first year of service - 40 hours

Provided that sick leave shall accumulate from year to year 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.

14. 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.

15. 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.

16. Grievance and Disputes Procedure

- (a) Procedures relating to grievances of individual employees:
 - a) The employee is required to notify (in writing or otherwise) the employer as to the substance of the grievance, request a meeting with the employer for bilateral discussions and state the remedy sought.
 - b) A grievance must be initially dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
 - c) Reasonable time limits must be allowed for discussion at each level of authority.
 - d) At the conclusion of the discussion, the employer must provide a response to the employee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.

- e) While a procedure is being followed, normal work must continue.
- (b) Procedures relating to disputes etc between employers and their employees:
 - a) A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduation steps for further discussion and resolution at higher levels of authority.
 - b) Reasonable time limits must be allowed for discussion at each level of authority.
 - c) While a procedure is being followed, normal work must continue.
 - (d) Employees may be represented by an industrial organization of employees.

17. Payment of Wages

- (a) All employees shall be paid their wages weekly on a day to be agreed between the employer and the employee.

Where there is no agreement, the employer shall determine the day on which payment is made

18. Operation of Agreement

This agreement shall take effect from the date of its registration and shall remain in force for a period of three years.

Signed on behalf of

Coolibah Fitness Centre... x *Thomas Mitrovich*

Thomas Mitrovich
(Name)



22-8-96
(Date)

Signed x

Lorraine Hodge

Lorraine Hodge
(Name)

26-8-96
(Date)


Signed x *Thomas Mitrovich*

David Gil

Pam Mitrovich 22.8.96
(Name) (Date)

Signed x 


Paul Mitrovich 22 Aug 96
(Name) (Date)

Signed x 

Chris Mitrovich 22 Aug 96
(Name) (Date)

Signed x  23-8-96

Dulcie Mitrovich
(Name) (Date)

Signed x 

Belinda Mitrovich 23-8-96
(Name) (Date)

Signed x 

Joanne Mitrovich 22 Aug 96
(Name) (Date)

Signed x



23/8/96

Shirley Hunter
(Name) (Date)

Signed x 

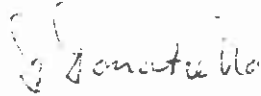
Ann Whiteside

(Name)

22/8/96

(Date)

Signed x



23-8-96

Danne Donatello

(Name)

(Date)

Signed x



23-8-96

Warren Hunt

(Name)

(Date)

Signed x



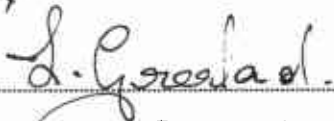
23 Aug 96

Bruce Pittanus

(Name)

(Date)

Signed x



23-8-96

Linda Greenland

(Name)

(Date)

Signed x



23-8-96

Leanne McAuley

(Name)

(Date)

Signed x



Kelly Micallef

(Name)

25-8-96
(Date)

Signed x

Rebecca Wallace

26.8.96

Rebecca Wallace

(Name)

(Date)

Signed x

Fiona Schultz

24.3.96

Fiona Schultz

(Name)

(Date)

Signed x

Phillip Budge

23.8.96

Phillip Budge

(Name)

(Date)

Signed >

Gina Ferraro

23.8.96

Gina Ferraro

(Name)

(Date)

Signed x

Jeanne Heffernan

23.8.96

Jeanne Heffernan

(Name)

(Date)

Signed

(Name)

(Date)