Employment Agreement Personal Trainer

Date: _____

Dear: _____

This letter is to record our agreement for you to be employed in the position of Personal Trainer with HiFlex Physio.

Please read the contents of this agreement and the attached position description carefully. Any questions or concerns may be raised with the Human Resource General Manager. Otherwise, if the agreement and position description are acceptable, please sign the attached copy and return it to me as soon as possible.

1. Position

Personal/Fitness Trainer

2. Commencement Date

[Date]

3. Status

You will be employed on a full-time basis. You will work a 38-hour week on a fortnightly roster working five days per week.

4. Duties

Your duties are set out in the attached position description.

5. Applicable industrial instrument

This common law contract meets or exceeds the Fitness Industry Award 2010 standards.

6. Salary

You will be paid $XX,XXX per annum.

7. Salary packaging

Salary packaging is available to eligible employees in accordance with HiFlex Physio salary packaging policy. HiFlex Physio may change this policy at its discretion from time to time. Presently, eligible employees are able to package up to the applicable limit under taxation legislation.

8. Superannuation

Superannuation is paid in accordance with Commonwealth superannuation guarantee charge legislation. However, HiFlex Physio calculates superannuation contributions on your gross salary as opposed to the post-salary packaging amount. Superannuation is presently 9% of salary.

9. Working times and flexitime policy

HiFlex Physio promotes flexible working practices. It is expected that your work is performed primarily between the standard hours of 8.00am and 6.00pm Monday to Friday although some Saturday or Sunday work may be required on a monthly rostered basis.

Provided that you attend to the requirements of your position and subject to the approval of the Manager, you can determine the times you work within these hours.

Work outside of these standard hours requires the approval of the Centre Manager. From time to time, you may be required to work outside these hours to attend to the requirements of your position including a requirement to commence for five (5) working days at 6.00am on a monthly roster basis.

10. Overtime

Any overtime must be authorised by the Manager. Overtime will be paid in accordance with any applicable industrial instrument. Time off in lieu of overtime may be provided.

11. Place of work and travel

The position is based at HiFlex Physio's [location] Centre. Some travel may be required, for example to attend meetings, participate in training, meet with clients or site training visits. You will be compensated for work-related travel expenses in accordance with the applicable industrial instrument.

12. Reporting

You will report to the [location] Centre Manager. All employees are ultimately responsible to the Board of Directors of HiFlex Physio.

13. Policies and procedures

It is expected that you actively promote HiFlex Physio values and policies in your daily work. You must comply with all organisational and operational policies of HiFlex Physio. HiFlex Physio may vary its policies at its discretion from time to time.

14. Performance review

HiFlex Physio will conduct an annual review of your performance.

15. Termination of employment

HiFlex Physio may terminate your employment by giving you four weeks notice of termination or payment in lieu of notice. HiFlex Physio may terminate your employment without notice in circumstances justifying summary termination of employment such as serious misconduct.

You may resign by giving HiFlex Physio four weeks notice or on an agreed date.

16. Annual leave

You are entitled to four working weeks annual leave for each complete year of service. An annual leave loading of 17.5% is payable.

17. Holiday closures

HiFlex Physio [location] Centre is closed on Christmas Day and Good Friday.

18. Public holidays

You are entitled to public holidays prescribed by state legislation or any applicable industrial instrument where that holiday falls on a normal work day. If you are rostered to work, you will be given time and a half in lieu.

19. Sick leave

HiFlex Physio will provide up to five working days each employment year to each staff person to be utilised for purposes of addressing health needs. Compensation will be based upon the employee's salary rate at the time sick leave is taken. Sick leave may be utilised at the discretion of the employee and is granted for sickness of the individual employee, his or her spouse/partner, children, or other immediate family members. Sick leave can also be used for health needs, e.g. dental or medical appointments."

Each staff person of HiFlex Physio should notify the office before 9am each day they will be absent from work due to illness, if at all possible. Three consecutive days or more sick leave must be accompanied by a doctor's certificate verifying inability to work.

Sick leave may not be accumulated. Unused sick leave will be paid at the normal daily rate of the employee on the anniversary of their engagement. At no time will compensation for any unused sick leave be made to an employee who is leaving employment. The Centre Manager retains the right to send an employee home on sick leave if they deem the individual unfit to effectively carryout their duties or put others at risk.

Sick leave will be pro-rated for regular part-time employees. If requested by the Managing Director, the employee will provide documentation from their treating physician explaining their absence.

20. Long service leave

Long service leave is provided in accordance with state legislation and any applicable industrial instrument.

21. Parental leave

Parental leave is provided in accordance with Commonwealth legislation and any applicable industrial instrument.

22. Acceptance

If the terms of this agreement are acceptable to you, please sign the attached copy and return it to me as soon as possible.

Yours sincerely

CEO

I accept confirmation of the terms of my employment with HiFlex Physio on the terms set out in this letter.

Signed:

Date: