

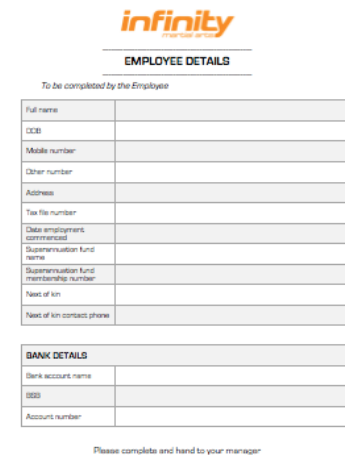
Franchisee Guidelines

There are three forms employees need to populate

1. New employee form

The new employee form can be found on the portal

We recommend that you print and provide this form to new employees



The form is titled 'infinity martial arts EMPLOYEE DETAILS'. It is divided into two main sections: 'EMPLOYEE DETAILS' and 'BANK DETAILS'. The 'EMPLOYEE DETAILS' section includes fields for Full name, DOB, Mobile number, Other number, Address, Tax file number, Date employment commenced, Superannuation fund name, Superannuation fund membership number, Next of kin, and Next of kin contact phone. The 'BANK DETAILS' section includes fields for Bank account name, BSB, and Account number. A note at the bottom states 'Please complete and hand to your manager'.

New Employee form

2. Tax file number declaration

Official forms available at newsagents or online at:

[https://www.ato.gov.au/Business/PAYG-withholding/Payments-you-need-to-withhold-from/Payments-to-employees/Tax-file-number-\(TFN\)-declarations/](https://www.ato.gov.au/Business/PAYG-withholding/Payments-you-need-to-withhold-from/Payments-to-employees/Tax-file-number-(TFN)-declarations/)

3. Superannuation choice form

Also available online at:

https://www.ato.gov.au/uploadedFiles/Content/SPR/downloads/SUPER17983Superannuation_standard_choice_form.pdf

How to determine employee pay rates

- The award we use is the Fitness Industry Award (MA000094)

Note: These pay rates change from the 1st of July each year

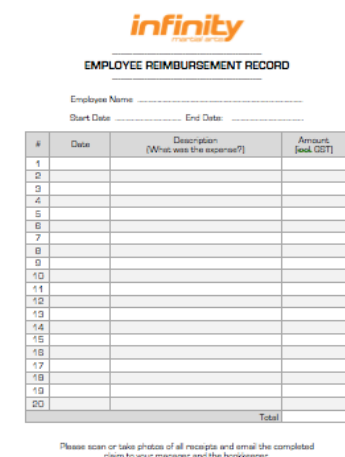
- It is up to you to make your own interpretations as to what level different job roles should be

- If any of your employees are on a pay rate other than the award Head office needs to be advised of the hourly rate/salary

How to manage employee expenses

We use the Employee Reimbursement Record as an alternative to giving instructors credit or debit cards.

We highly recommend that you follow this practise.



The form is titled 'infinity martial arts EMPLOYEE REIMBURSEMENT RECORD'. It includes fields for Employee Name, Start Date, and End Date. Below these is a table with columns for #, Date, Description (What was the expense?), and Amount (incl GST). The table has 20 rows, with the 20th row labeled 'Total'. A note at the bottom states 'Please scan or take photos of all receipts and email the completed claim to your manager and the bookkeeper'.

Employee Reimbursement Record



EMPLOYEE DETAILS

To be completed by the Employee

Full name	
DOB	
Mobile number	
Other number	
Address	
Tax file number	
Date employment commenced	
Superannuation fund name	
Superannuation fund membership number	
Next of kin	
Next of kin contact phone	

BANK DETAILS

Bank account name	
BSB	
Account number	

Please complete and hand to your manager



EMPLOYEE DETAILS

To be completed by the Franchisee

Employment status	<input type="checkbox"/> Ongoing <input type="checkbox"/> Temporary <input type="checkbox"/> Other <i>(specify)</i> <input type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> Casual <input type="checkbox"/> Other <i>(specify e.g. piece worker)</i>
Ordinary hours of work* <i>(for part-time or full-time employee; e.g. 38 hours)</i>	
Agreed/required method of pay <i>(e.g. EFT)</i>	
Agreed/required pay period <i>(e.g. weekly)</i>	
Apprenticeship/Traineeship details	
Name of Award or Agreement that applies	Fitness Industry Award (MA000094)
Level classification/job title under the Award/Agreement	
Workers' compensation – policy name	
Policy no	

Please hand both pages to the bookkeeper



EMPLOYEE INDUCTION CHECKLIST

Employee Name	
Employment Date:	
Position/ Job:	
Manager/ Supervisor:	

General induction on first day
<p>Introduction: (explain)</p> <ul style="list-style-type: none"><input type="checkbox"/> Nature and structure of the business<input type="checkbox"/> Products & Customers<input type="checkbox"/> Roles and key people in the organization<input type="checkbox"/> Staff contact list
<p>Meet key people: (introduce)</p> <ul style="list-style-type: none"><input type="checkbox"/> Receptionist<input type="checkbox"/> Managers<input type="checkbox"/> Co-workers<input type="checkbox"/> Health and Safety Representative<input type="checkbox"/> First aider and fire warden
<p>Employment Conditions: (explain)</p> <ul style="list-style-type: none"><input type="checkbox"/> Job description and responsibilities<input type="checkbox"/> Work times and meal breaks<input type="checkbox"/> Time recording procedures<input type="checkbox"/> Leave entitlements<input type="checkbox"/> Public Holidays<input type="checkbox"/> Notification of sick leave or absences<input type="checkbox"/> Out of hours enquiries and emergency procedures<input type="checkbox"/> Contract of Employment<input type="checkbox"/> Employee Information Sheet

Payroll: (explain)

- Rates of pay and allowances
- Pay arrangements
- Taxation (including completion of the required forms)
- Superannuation and any other deductions

Work Environment: (show)

- Dining Facilities
- Wash and toilet facilities
- Locker and change rooms
- Telephone call and collecting messages
- Out of hours enquiries and emergency procedures
- Location of first aid facilities such as the first aid box/ room
- Location of emergency exits and fire extinguishers

Health and Safety: (explain)

- OHS policy and procedures
- Roles and responsibilities for health and safety
- Incident reporting procedures
- Workers compensation claim
- Smoking regulations
- Fire extinguishers
- Emergency exits
- First Aid Facilities

Training

- Job specific training
- Use of equipment (computer, printer, projector, scanner)
- Email
- Logins

Security

- Building
- Personal and security of personal belongings
- Confidentiality

Other Issues

- Security procedures
- Equal employment opportunity
- Sexual harassment

Review

- Review work practices and procedures with the worker
- Answer and ask questions
- Repeat any training required and provide additional training if needed

Conducted by: (name) _____ (sign) _____ Date: / /

Employee's signature: _____ (sign) _____ Date: / /

Induction Program Checklist

Induction Activity	Who	Notes
<p>General</p> <ul style="list-style-type: none"> <input type="checkbox"/> Key / Security Pass or code <input type="checkbox"/> Alarm / After Hours Access <input type="checkbox"/> Tour of Office <input type="checkbox"/> Facilities (maintaining a clean environment) <input type="checkbox"/> Stationary <input type="checkbox"/> Files <input type="checkbox"/> Parking Location / Pass <input type="checkbox"/> Office Hours <input type="checkbox"/> Dress Code – Business Attire <input type="checkbox"/> Credit Card (if appropriate) <input type="checkbox"/> Booking meeting rooms <input type="checkbox"/> Local Area e.g. local shops, cafes, banks, 		
<p>Workstation</p> <ul style="list-style-type: none"> <input type="checkbox"/> Desk, Chair, Computer, Phone, Filing Cabinet <input type="checkbox"/> Ensure workstation is ergonomic 		
<p>Human Resources / Manager</p> <ul style="list-style-type: none"> <input type="checkbox"/> Explain Induction Process / Induction Pack <input type="checkbox"/> Contract of Employment Signed <input type="checkbox"/> Payroll – Personal / Bank Details <input type="checkbox"/> Job Description <input type="checkbox"/> Training Needs Analysis <input type="checkbox"/> Setting Objectives <input type="checkbox"/> Employee Benefits Program <input type="checkbox"/> Staff Discount Process <input type="checkbox"/> Performance Review Dates and Process <input type="checkbox"/> Annual Leave Request Process <input type="checkbox"/> One month Induction Follow Up (Set Date) 		

<input type="checkbox"/> Probationary period Review – 1, 2 & 3 months		
Communication <ul style="list-style-type: none"> <input type="checkbox"/> Telephone System <input type="checkbox"/> Answering Phones / Message <input type="checkbox"/> Mobile Phone <input type="checkbox"/> Computer Login and Password <input type="checkbox"/> Email Address <input type="checkbox"/> Email Signature set up <input type="checkbox"/> Internal and External Mail Process <input type="checkbox"/> Company Font – Eurostile LT Std, Size 11 <input type="checkbox"/> Letter Head <input type="checkbox"/> Printer / Fax / Photocopier <input type="checkbox"/> Intranet 		
Induction Activity	Who	Notes
Safety & Wellbeing <ul style="list-style-type: none"> <input type="checkbox"/> Emergency and Evacuation Procedures <input type="checkbox"/> Introduction to First Aider/s <input type="checkbox"/> Outline of OHS policies and how to access the details <input type="checkbox"/> Clothing and equipment requirements <input type="checkbox"/> Details of safety & wellbeing committees / representatives <input type="checkbox"/> Smoking/drug & alcohol policy in the workplace 		
Team <ul style="list-style-type: none"> <input type="checkbox"/> Welcome Morning Tea / Lunch <input type="checkbox"/> List of Team Contact Details <input type="checkbox"/> Introduction to team <input type="checkbox"/> Role overview of team members <input type="checkbox"/> Buddy Support System 		
Role & Expectations <ul style="list-style-type: none"> <input type="checkbox"/> Job Description <input type="checkbox"/> Objectives 		

<input type="checkbox"/> Department Plans and budgets <input type="checkbox"/> Tasks / Priorities <input type="checkbox"/> Review of 1 st Week / Month		
Business Overview <input type="checkbox"/> History <input type="checkbox"/> Overview of Business Units <input type="checkbox"/> Company Performance <input type="checkbox"/> Website – www.infinitymartialarts.com.au <input type="checkbox"/> Culture, Vision & Values <input type="checkbox"/> Business Plans and Budgets		
Key Contacts – Dependent on Role <input type="checkbox"/> Manager – your manager is the CEO <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		

Employer Signature: _____

Employer Representative Name: _____

Employee Signature: _____

Employee Name: _____



EMPLOYEE REIMBURSEMENT RECORD

Employee Name

Start Date End Date:

#	Date	Description (What was the expense?)	Amount (incl. GST)
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
Total			

Please scan or take photos of all receipts and email the completed claim to your manager and the bookkeeper.



EMPLOYMENT AGREEMENT

INSERT BUSINESS NAME

("The Employer")

– AND –

INSERT EMPLOYEE NAME

("The Employee")

AN AGREEMENT made on the **insert date**

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1. DEFINITIONS

“Duties”	The services and duties provided by the Employee to the Employee as outlined in Schedule 2.
“Dispute”	Means any issue, dispute or difference raised by either party under clause 7.
“Rate”	The amount paid by the Employer to the Employee for the Duties as outlined in Schedule 1.
“Term of the Agreement”	The Term of this Agreement as outlined in Schedule 1.
“Willful Default”	Means a deliberate and purposeful act or omission carried out, or real and substantial evidence of a deliberate and purposeful act or omission carried out, with a reckless disregard or calculated regard, for the consequences of the act or omission, but does not include any error of judgment, mistake, act or omission, whether negligent or not, which is made in good faith by that party or by any director, officer, employee, agent or subcontractor of that party.
“Working Week”	Monday through to Sunday excluding public holidays, usually INSERT NUMBER OF HOURS hours in duration.

2. AGREEMENT

- 2.1 This Employment Agreement outlines the terms and conditions for the provision of Duties by “**INSERT EMPLOYEE NAME**” Email address: **INSERT EMPLOYEE EMAIL ADDRESS**, for **INSERT BUSINESS NAME (ACN: INSERT ACN NUMBER)** of **INSERT CLUB POSTAL ADDRESS**. Email address: **INSERT EMPLOYER EMAIL ADDRESS**
- 2.2 Except where the Principal is given an absolute discretion by an express term of the Contract, the Parties undertake to act in good faith in conducting all activities arising out of this Contract and will:
 - (a) be fair and honest; and
 - (b) not impede or restrict each other’s performance.
- 2.3 The Contract is constituted by the following documents:

Temma Lee 09/09/2015 11:18 AM

Comment [1]: Employee to Employee? Is this correct

- (a) Schedule 3
- (b) Schedule 1
- (c) Schedule 2
- (d) Schedule 4
- (e) Conditions of Contract

2.4 Where there arises any inconsistency or ambiguity between provisions in the different documents which constitute the Contract, the order of precedence to resolve the inconsistency or ambiguity shall be from document (a) to (e) in Clause 2.3.

3. EMPLOYEE'S OBLIGATIONS

- 3.1 The Employer engages the Employee to perform the Duties, at the location outlined at Schedule 1 or any other reasonable location outlined by the Employer.
- 3.2 The engagement will be for approximately **INSERT NUMBER OF HOURS** hours per Working Week.
- 3.3 The Employee shall be required to give the Employer at least four Working Week's notice of their intention of extended absenteeism, to terminate their contract, or to take holidays.

4. EMPLOYER'S OBLIGATIONS

- 4.1 The Employer shall pay the Employee the Rate for the performance of the Duties.
- 4.2 The Employer shall pay travel, accommodation and reasonable expenses if the Employee is required to travel on business.
- 4.3 Payment by the Employer will be made fortnightly into the Employee's nominated bank account.
- 4.4 The Employer shall supply to the Employee Contract Material as outlined at Schedule 1.

5. TERMINATION

- 5.1 Each party acknowledges that this Agreement can be terminated without compensation to either party in excess of monies due in accordance with Clause 4, with or without cause, at any time, at the option of either the Employee or Employer, provided written notice of four Working Weeks is given by the terminating party.
- 5.2 This Agreement may be terminated immediately by one party upon Willful Default of this Agreement by the other party.
- 5.3 A termination by the Employee as a result of Willful Default by the Employer will result in a minimum payment of at least two week's pay at the Rate.
- 5.4 A termination by the Employer as a result of Willful Default by the Employee will result in termination without compensation to the Employee in excess of monies due in accordance with Clause 4.

5.5 Notwithstanding any other clauses of this Agreement, any exercise of Clause 5 must be undertaken in compliance with the principles of Procedural Fairness.

6. CONFIDENTIALITY

6.1 The Employee hereby acknowledges that subject to the provisions of the Agreement, all confidential information which may at any time be received by the Employee from the Employer or from the public will be used by the Employee solely in connection with, and for the purpose of, performing the Duties directly related to Employment. Accordingly, the Employee agrees with the Employer that subject to the provisions of this Agreement the Employee shall not disclose or communicate to any person or corporation any confidential information at any time during the continuance of this Agreement with the Employer or at any time thereafter.

6.2 "Confidential Information" includes any information, records, reports, data (whether as a result of activities undertaken or otherwise), trade and other secrets, know how, inventions, drawings, maps, plans, designs, tables, charts, specifications, documents of any sort, computer material or programs, information in whatever form embodied in samples, models and any other objects or matter, any program, system, procedure, process, formula, method of production or any other matters connected with the Employer and its operations to which the Employee is or shall become privy.

6.3 Notwithstanding any other clauses of this Agreement, where the Employee is lawfully compelled to disclose confidential information, the Employee may disclose such confidential information in accordance with the requirements of law, following advice given to the Employer that the Employee will be disclosing that information.

6.4 In disclosing confidential information to a government authority pursuant to sub-clause 6.3 above, the Employee shall:

6.4.1 Disclose only the minimum confidential information necessary to comply with the law; and

6.4.2 Use his/her best endeavours to preserve the confidentiality of the confidential information; and

6.4.3 Use his/her best endeavours to ensure that the government authority concerned maintains the confidentiality of the confidential information.

7. DISPUTE RESOLUTION

7.1 The existence of a dispute or the application of any part of the process described in this Clause 7 will not relieve the either the Employee of the Employer from any obligation under this Contract.

- 7.2 If either party claims that a dispute has arisen out of or in connection with this Contract that party must give notice to the other party identifying and providing details of the dispute ('Notice of Dispute').
- 7.3 Within 7 days of receiving the Notice of Dispute, the parties shall confer at least once to resolve the dispute or to agree on methods of doing so. If the dispute has not been resolved within 28 days of service of the Notice of Dispute, that Notice of Dispute shall be referred to Fair Work Australia.

SIGNED for and on behalf of **INSERT BUSINESS**

NAME

by **INSERT NAME**, Director

in the presence of

Date:

SIGNED by **INSERT EMPLOYEE NAME:**

in the presence of

Date:

SCHEDULE 1

Date of Agreement:	INSERT DATE
Employee:	INSERT EMPLOYEE NAME
Award:	Fitness Industry Award 2010 (MA000094)
Classification under the Award:	INSERT AWARD LEVEL (e.g. Level 4)
Position Title:	INSERT POSITION (e.g. Instructor)
Reports to:	Managing Director of INSERT NAME
Location:	As required to successfully complete the required Duties.
Employment Status:	Permanent, INSERT NUMBER OF HOURS hours per week.
Supervisory role:	As required to successfully complete the required Duties.
Duties:	As outlined at Schedule 2
Usual Working Hours:	As outlined at Schedule 3
Annual Leave:	Four weeks per annum, accrued weekly.
Sick Leave:	Ten days' per year. Two or more days consecutively will require Doctor's Certificate.
Superannuation:	9%
Other Entitlements:	In accordance with minimum entitlements as required under the <i>Fair Work Act 2009</i> .
Rate:	As outlined at Schedule 4

SCHEDULE 2

Temma Lee 09/09/2015 1:43 PM

Comment [3]: Will this apply to all employees or just the instructors?

Key Working Relationships

Internal

- Managing Director of [insert your business name]
- Other Studio Managers/Instructors of [insert your business name]
- Trainee Instructors
- Assistant Instructors
- Members and their families

External

- Infinity Martial Arts Pty Ltd
- Prospective members and their families
- Schools
- Community groups

List of Regular Duties

- Instruction of all types of classes
- Training and supervision of Trainee Instructors
 - Martial Arts skills training
 - Coaching training
 - Supervision and direction of general duties
- Following any procedures set down by Infinity Martial Arts Pty Ltd and [insert business name], including daily, weekly, monthly task lists.
- Marketing
 - Internal
 - Encouraging referrals
 - External
 - Sets up, packs up and attends scheduled shopping centre promotions at any time not required to be teaching at the training centre
 - Organises public promotion of the facility to attract new clients – with approval from Managing Director
 - Handles customer enquiries
- Phone and Email Correspondence
- Ensure the facility is properly maintained and conforms to safety standards
 - Maintaining the day to day cleanliness of the studio
- Undertake structured training as directed by the Employer
- Other general duties as required

This is not an exhaustive list of duties, responsibilities or skills. This document is to be used as a guide only and the Employee will regularly be required to complete tasks outside of this job description.

SCHEDULE 3

Special Conditions of Contract

1. Where any inconsistency arises between this Contract and the Fitness Industry Award 2010 (MA000094), this Contract takes precedence to the extent allowable under the law.
2. The ordinary hours of work for the Employee will be determined by the Employer and will be an average of 38 hours per week i.e. Monday to Sunday inclusive, between the hours of 9am and 9pm on one of the following bases:
 - a. By the Employer working 38 ordinary hours on five days per week; or
 - b. By the Employer working the following ordinary hours over 19 days in a 20 day work cycle:
 - i. 40 hours in each of three weeks and 32 hours in one week in the 20 day work cycle; or
 - c. By the Employer working the following ordinary hours over nine days in a 10 day work cycle:
 - i. 42 ordinary hours in one week and 34 ordinary hours in one week in the 10 day work cycle; or
 - d. By the Employer working 38 hours on four days in each five day work cycle.
3. The Employee may recognize the value of working more than the required amount of hours per week, and the benefit that this may bring to him/her through a greater number of Current Members and therefore an increased Rate. If the Employee chooses to work more hours than the required amount, he/she does so of his/her own volition and will seek no further compensation for the extra hours worked.
4. The Employee may not work for any other martial arts or fitness organisation, or other related business, except unless written consent is obtained from the Employer. The consent will or will not be granted at the absolute discretion of the Employer.
5. The Employee may not, after expiry or termination of this Contract, be employed by, or open his own martial arts or fitness organisation, or other related business within 50 kilometres of

Temma Lee 09/09/2015 1:46 PM

Comment [4]: These and the below are based on a 38 hr work week. From discussions with Kieran he is looking at a 30hr work week?

any other Infinity Martial Arts licensed training centre. To be clear on this point: the Employee may not use his/her time as an Employee for their benefit in setting up any business, or being employed by any business in competition with that of the Employer.

6. For the purposes of this Contract all the systems, processes, procedures, trade secrets, business secrets of the Employer are Confidential Information.

7. Taking of Annual Leave:
 - a. the Employee must take 2 weeks (10 working days) of annual leave at the time when the studio is closed for business during the last week of December and the first week of January.
 - b. The other 2 weeks (10 working days) are to be taken by mutual arrangement between the Employer and Employee.

8. Training Camp
 - a. The Training Camp will only be offered if the Current Membership is greater than 250 members for 12 consecutive months prior to booking of the Training Camp.
 - i. each year the Employee shall be offered the opportunity to accompany the Infinity Martial Arts Head Instructor on a two week annual overseas training Camp.
 - ii. the overseas training Camp shall be offered in exchange for two weeks of the Employee's annual leave. The Employee is not obligated to accept the training camp offer.
 - iii. all reasonable flight, accommodation and training expenses shall be paid for by the Employer and agreed to prior to the travel.
 - iv. Food and drink expenses will be the employee's responsibility.

Temma Lee 09/09/2015 1:48 PM
Comment [5]: Will they get a total of 4 weeks if they are working a 30hr work week

SCHEDULE 4

Current Members	Annual Rate (excl. Superannuation)
Less than _____	\$ _____
X – Y _____	\$ _____

NOTES:

Current members are counted on the first day of each month. The Employee will receive the corresponding Annual Rate for each pay date during the next month.

Example:

If the Current Members are ____ on _____, the Employee will receive the \$ _____ Annual Rate for any pay dates that fall in _____.

If the Current Members are ____ on _____, the Employee will receive the \$ _____ Annual Rate for any pay dates that fall in _____.

FORMULA FOR CALCULATING GROSS FORTNIGHTLY WAGE

The formula for calculating the Gross Fortnightly Rate is as follows:

$$\text{Annual Rate} / 26 = \text{Gross Fortnightly Rate}$$

Example:

If on the first day of the month the Current Member number is ____ members, the Employee will receive: \$ _____/26 = \$ _____ Gross Fortnightly Rate for each pay date during the next month.

If on the first day of the month the Current Member number is ____ members, the Employee will receive: \$ _____/26 = \$1,153.84 Gross Fortnightly Rate for each pay date that falls during the next month.