



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

**Young Men’s Christian Association of Canberra Inc (A00020) T/A YMCA
Canberra**
(AG2020/983)

YMCA CANBERRA ENTERPRISE AGREEMENT 2019

Children’s services

DEPUTY PRESIDENT SAUNDERS

NEWCASTLE, 20 MAY 2020

Application for approval of the YMCA Canberra Enterprise Agreement 2019.

[1] An application has been made for approval of an enterprise agreement known as the *YMCA Canberra Enterprise Agreement 2019 (Agreement)*. The application was made pursuant to section 185 of the *Fair Work Act 2009 (Act)*. The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings (*Undertakings*). A copy of the Undertakings is attached in Annexure A to this decision. I am satisfied that the effect of accepting the Undertakings is not likely to:

- (a) cause financial detriment to any employee covered by the Agreement; or
- (b) result in substantial changes to the Agreement.

[3] The views of each person who the Fair Work Commission knows is a bargaining representative for the Agreement have been sought in relation to the Undertakings.

[4] Pursuant to subsection 190(3) of the Act, I accept the Undertakings. The Undertakings are taken to be a term of the Agreement.

[5] Subject to the Undertakings, I am satisfied that each of the requirements of sections 186, 187, 188 and 190 as are relevant to this application for approval have been met.

[6] The United Workers’ Union being a bargaining representative for the Agreement, has given notice under section 183 of the Act that it wants the Agreement to cover it. In accordance with subsection 201(2) of the Act, I note that the Agreement covers the organisation.

[7] The Agreement is approved and, in accordance with section 54 of the Act, will operate from 27 May 2020. The nominal expiry date of the Agreement is 30 June 2022.



DEPUTY PRESIDENT

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Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2020/983 – YMCA Canberra Enterprise Agreement 2019

Applicant:

Young Men’s Christian Association of Canberra Inc (A0020)

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Andrew O’Neil, Finance Manager for Young Men’s Christian Association of Canberra Inc (A0020) (**YMCA Canberra**) give the following undertakings with respect to the YMCA Canberra Enterprise Agreement 2019 (**Agreement**):

I have the authority given to me by YMCA Canberra to provide these undertakings in relation to the application before the Fair Work Commission.

1. The below undertakings are subject to the minimum requirements of the National Employment Standards, and any individual flexibility arrangements between an employee and YMCA Canberra.
2. YMCA Canberra undertakes that for the purposes of the National Employment Standards a shift worker is a shift worker as defined in Appendix 5 of the Agreement.
3. For the purpose of Appendix 1 of the Agreement, relating to Pay Rates, YMCA Canberra undertakes to pay employees from the Commencement Date of the Agreement in accordance with the following table:

Non-casual base rates of pay

Level	New Hourly rate of pay under the Agreement applicable from 1 July 2019
Administrative Classifications	
Administrative Level 1	\$22.99
Administrative Level 2	\$24.63
Administrative Level 3	\$26.85
Project Officer	\$43.62
Coordinator	\$31.77
Manager	\$38.01
Executive Manager	\$46.33
Hospitality Classifications	
Guest Services Agent	\$21.34
Food and Beverage Attendant	\$20.56
Front Office Agent	\$22.08
Senior Hospitality Services Officer	\$22.08
Co-ordinator	\$26.71
Cook	\$22.08
Chef Level 1	\$24.72
Chef Level 2	\$25.39


Recreation Classifications	
Level 1	\$20.56
Level 2	\$22.08
Level 3	\$23.27
Level 4	\$25.39
Level 5	\$26.53
Level 6	\$27.55
Professional Officer	\$34.74
Children's Services Classifications	
Cook	\$23.14
Assistant Educator	\$21.96
Educator	\$24.83
Diploma qualified Educator	\$27.57
Lead Educators	\$29.71
Educational Leader	\$31.03
Centre Director	\$37.76
OHSC Coordinator	\$35.64
Quality Assurance Coordinator	\$49.32
Teachers	
Step 1	\$26.63
Step 2	\$27.18
Step 3	\$27.92
Step 4	\$28.93
Step 5	\$29.94
Step 6	\$30.87
Step 7	\$31.82
Step 8	\$32.82
Step 9	\$33.83
Step 10	\$34.83
Step 11	\$35.84
Step 12	\$36.85
Youth Workers	
Level 1	\$23.27
Level 2	\$30.09
Level 3	\$33.51
Level 4	\$38.63
Level 5	\$42.79
Level 6	\$46.62
Level 7	\$50.25
Level 8	\$54.30

4. Without limiting the effect of clause 30.5 of the Agreement, YMCA Canberra undertakes that for any time off in lieu (TOIL) accrued in accordance with clause 30.5 of the Agreement it will:

- (a) on termination of employment, pay out to an employee any outstanding amount of TOIL at the overtime rate applicable to the overtime when worked; and
 - (b) if requested by an employee at any time, pay the employee for any time off not taken as over time, in the next pay period following the request at the overtime rate applicable to the overtime when worked.
- 5. YMCA Canberra undertakes that notwithstanding clause 66.5 of the Agreement, if an employee fails to provide the notice required under clause 66.2 of the Agreement it will only have the right to withhold monies due to the employee to a maximum amount equal to the employee's applicable base rate of pay for one week.
- 6. In relation to employees covered by the Clerks Private Sector Award 2010 (**Clerks Award**), the Hospitality Industry (General) Award 2010 (**Hospitality Award**), or the Fitness Industry Award 2010 (**Fitness Award**), YMCA Canberra undertakes that:
 - (a) for the purpose of clauses 30.1(a) and (b) of the Agreement, an employee will be deemed to have worked overtime where they are directed to work a number of hours exceeding their total fortnightly hours, agreed or varied in accordance with clause 14 of the Agreement; and
 - (b) employees directed to work on a public holiday in the applicable State or Territory will be entitled to a minimum engagement of four hours.
- 7. In relation to employees covered by Educational Services (Teachers) Award 2010, or the Children's Services Award 2010 (**CS Award**), YMCA Canberra undertakes that for the purpose of clause 30.1(c) of the Agreement an employee will be deemed to have worked overtime where the employee has been directed to work in excess of 8 hours per day.
- 8. In relation part time employees covered by the Hospitality Award, YMCA Canberra undertakes that an employee is entitled to be engaged for at least eight hours per week or where YMCA Canberra operates a roster, at least an average of eight hours per week.
- 9. In relation to clause 16.2(a) of the Agreement, YMCA Canberra undertakes that this clause will only apply to employees that would otherwise be classified as a Level 2, 3, 3A, 4, or 4A employee under the Fitness Award, and will not be applied to engagements falling on a public holiday in the applicable State or Territory.
- 10. In relation to clause 36 of the Agreement, YMCA Canberra undertakes that employees covered by the:
 - (a) Clerks Award will be paid a higher rate where they are directed to perform a higher level role for more than one day consecutively, with such higher rate being at least the rate of the higher level role;
 - (b) Hospitality Award will be paid a higher rate for a shift where they are directed to perform a higher level role for more than two hours on one day, or if less than two hours, at the higher rate for that time, with such higher rate being at least the rate of the higher level role;
 - (c) Health Professionals and Support Services Award 2010 (**Health Award**) which would otherwise be classified as support services employee will be paid a higher rate for a shift where they are directed to perform a higher level role for more than two hours on one day, or if less than two hours, at the higher rate for that time, with such higher rate being at least the rate of the higher level role; and

- (d) Social, Community, Home Care and Disability Services Industry Award 2010 which would otherwise be classified as home care employee will be paid a higher rate for a shift where they are directed to perform a higher level role for more than two hours on one day, or if less than two hours, at the higher rate for that time, with such higher rate being at least the rate of the higher level role.
11. In relation to clause 17.4 and 17.5 of the Agreement YMCA Canberra undertakes that:
- (a) any reconciliation will be conducted in a timely manner and completed within 21 days; and
 - (b) any shortfall in the annualised salary that is revealed by a reconciliation must be paid to the employee within 7 days, along with interest calculated at 2% on a daily basis on the shortfall amount in compensation from the date of the shortfall in payment until the date payment is made.
12. In relation to the definition of OSHC Coordinator in Appendix 2 of the Agreement, YMCA Canberra undertakes that OSHC Coordinators will be employees that have responsibility for one of YMCA Canberra's non-stand alone Outside School Hours Care Program locations (**Location**), but not overall responsibility for the entirety of the YMCA Canberra Outside School Hours Care Program, with the following indicative duties:
- (a) co-ordinate and direct the activities of employees engaged in the implementation and evaluation of developmentally appropriate programs at the Location;
 - (b) contribute to the development of the programs policies;
 - (c) co-ordinate Location operations, including Occupational Health and Safety and program planning; and
 - (d) generally supervise other employees at the Location.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature Andrew O'Neil

20 MAY 2020

Date

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.

YMCA CANBERRA ENTERPRISE AGREEMENT

2019

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PART A. TECHNICAL MATTERS

1. Title of this Agreement

1.1 This agreement shall be known as YMCA Canberra Enterprise Agreement 2019 (**Agreement**).

2. Interpretation

- 2.1 Capitalised words or expressions used in this Agreement (or in a particular provision of this Agreement) are defined in Appendix 5.
- 2.2 Capitalised words or expressions used in this Agreement that are defined in the Fair Work Act, have the same meaning as the Fair Work Act, unless otherwise defined in this Agreement.
- 2.3 In this Agreement, unless the context otherwise indicates:
- (a) a reference to:
 - (i) the singular includes the plural and the plural includes the singular; and
 - (ii) a part, appendix, clause, sub-clause or paragraph is to a part, clause, sub-clause or paragraph in this Agreement;
 - (b) headings are for convenience only and do not affect the interpretation of this Agreement;
 - (c) where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning;
 - (d) a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinate legislation issued under, that legislation or legislative provision;
 - (e) a reference to a time and date in connection with the performance of an obligation is a reference to the time and date in the Australian Capital Territory, even if the obligation is to be performed elsewhere;
 - (f) mentioning anything after include, includes or including does not limit what else might be included;
 - (g) where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning;
 - (h) where an expression is defined anywhere in this Agreement, it has the same meaning throughout this Agreement;
 - (i) the rule of contra proferentem does not apply to this Agreement; and
 - (j) a reference to “dollars” or “\$” is to an amount in Australian currency.

3. Coverage

- 3.1 This Agreement is made under section 172 of the Fair Work Act. In accordance with section 53 of the Fair Work Act, this Agreement covers:
- (a) YMCA Canberra; and
 - (b) all Employees of YMCA Canberra other than:
 - (i) the Chief Executive Officer; and
 - (ii) any Employee who is above the High Income Threshold, as defined in the Fair Work Act, which at the date of this Agreement is \$148,700 per annum.

4. Commencement and duration

- 4.1 This Agreement commences on the date that is seven days after it has been approved by the Fair Work Commission (**Commencement Date**).
- 4.2 The nominal date of expiry of this Agreement is 30 June 2022 (**Nominal Expiry Date**).

5. Delegations

- 5.1 All the powers and authorities of YMCA Canberra in this Agreement are held by the Chief Executive Officer.
- 5.2 The Chief Executive Officer may, by instrument in writing, delegate or authorise to a person, any of their powers, authorities or functions under this Agreement, excluding their power to delegate or authorise.
- 5.3 The Chief Executive Officer may issue instructions relating to the exercise of a delegated power, authority or function.

6. No Extra Claims

- 6.1 The parties agree that there shall be no further claims during the life of this Agreement.
- 6.2 The parties may agree to vary this Agreement at any time until its Nominal Expiry Date in accordance with the relevant provisions of the Fair Work Act.

7. Effect of the Agreement

- 7.1 The parties agree that:
 - (a) it is the intention of this Agreement to achieve the principal objects specified in section 351 of the Fair Work Act;
 - (b) this Agreement replaces any previous enterprise agreement or collective agreement that may have previously been applicable to YMCA Canberra and the Employees (**Previous Agreements**), including:
 - (i) YMCA Canberra Enterprise Agreement 2017; and
 - (ii) YMCA of Canberra Inc Collective Agreement 2008; and
 - (c) Employees may make no further claims in relation to the Previous Agreements.
- 7.2 This Agreement is read in conjunction with the National Employment Standards and if a term of this Agreement is detrimental in any respect to an Employee when compared to the NES, the NES prevails over the detrimental extent of the term of this Agreement to the extent of the detriment.
- 7.3 Nothing in these provisions allows any treatment that would otherwise be prohibited in any applicable Commonwealth, State, or Territory legislation.
- 7.4 Where, but for this Agreement, the Social, Community, Home Care and Disability Services Award would apply to an Employee, YMCA Canberra will comply with the Social, Community, Home Care and Disability Services Award to the extent that any condition in that award is more beneficial to the Employee, excluding annual leave loading.

8. Consultation

- 8.1 In this clause 8:
 - (a) a “**Major Change**” means a change that is likely to have a significant effect on Employees if it results in:
 - (i) the termination of the employment of Employees;
 - (ii) major change to the composition, operation or size of YMCA Canberra’s workforce or to the skills required of Employees;

- (iii) the elimination or diminution of job opportunities (including opportunities for promotion or tenure);
 - (iv) the alteration of hours of work;
 - (v) the need to retrain Employees;
 - (vi) the need to relocate Employees to another workplace; or
 - (vii) the restructuring of jobs; and
- (b) **“Relevant Employees”** means the Employees who may be affected by a change referred to in clause 8.1.

8.2 This clause 8 applies if YMCA Canberra:

- (a) has made a definite decision to introduce a Major Change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the Employees; or
- (b) proposes to introduce a change to the regular roster or Ordinary Hours of work of Employees.

8.3 If this clause 8 applies YMCA Canberra must recognise a representative if a Relevant Employee or Relevant Employees:

- (a) appoint, a representative for the purposes of consultation; and
- (b) advise YMCA Canberra of the identity of the representative.

Major Change

8.4 For a Major Change referred to in clause 8.2(a), which is not provided for in this Agreement:

- (a) YMCA Canberra must notify the Relevant Employees of the decision to introduce the Major Change; and
- (b) clauses 8.4 to 8.7 apply.

8.5 As soon as practicable after making its decision, YMCA Canberra must:

- (a) discuss with the Relevant Employees:
 - (i) the introduction of the Major Change;
 - (ii) the effect the change is likely to have on the Employees; and
 - (iii) measures YMCA Canberra is taking to avert or mitigate the adverse effect of the change on the Employees; and
- (b) for the purposes of the discussion—provide, in writing, to the Relevant Employees:
 - (i) all relevant information about the change including the nature of the change proposed;
 - (ii) information about the expected effects of the change on the Employees; and
 - (iii) any other matters likely to affect the Employees; and
- (c) invite the Relevant Employees to give their views about the impact of the Major Change (including any impact in relation to their family or caring responsibilities).

8.6 YMCA Canberra is not required to disclose confidential or commercially sensitive information to the Relevant Employees.

8.7 YMCA Canberra must give prompt and genuine consideration to matters raised about the major change by the Relevant Employees.

Change of Regular Roster or Ordinary Working Hours

8.8 For a change referred to in clause 8.2(b), which is not provided for in this Agreement:

- (a) YMCA Canberra must notify the Relevant Employees of the proposed change; and
- (b) clauses 8.8 to 8.11 apply.

8.9 As soon as practicable after proposing to introduce the change, YMCA Canberra must:

- (a) discuss with the Relevant Employees the introduction of the change;
- (b) for the purposes of the discussion—provide to the Relevant Employees:
 - (i) all relevant information about the change, including the nature of the change;
 - (ii) information about what YMCA Canberra reasonably believes will be the effects of the change on the Employees; and
 - (iii) information about any other matters that YMCA Canberra reasonably believes are likely to affect the Employees; and
- (c) invite the Relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

8.10 However, YMCA Canberra is not required to disclose confidential or commercially sensitive information to the Relevant Employees.

8.11 YMCA Canberra must give prompt and genuine consideration to matters raised about the change by the Relevant Employees.

9. Consultation about changes to policies

9.1 If YMCA Canberra proposes to change policies concerning Employee benefits such as discounted child care, access to recreation facilities, uniforms and non-contact time in Early Learning Centres, YMCA Canberra will:

- (a) consult Employees who may be affected by such a change; and
- (b) consider any views or suggestions put forward by Employees who may be affected by such a change before making a final decision about the change.

10. Procedures for preventing and settling disputes

10.1 If a dispute between YMCA Canberra and an Employee, or Employees, relates to:

- (a) a matter arising under this Agreement; or
- (b) the National Employment Standards,

this clause 10 sets out procedures to settle the dispute.

10.2 An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause 10.

10.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Employee or Employees and YMCA Canberra or the relevant supervisors or managers.

- 10.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission.
- 10.5 The Fair Work Commission may deal with the dispute in two stages:
- (a) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - (b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.
- 10.6 While the parties are trying to resolve the dispute using the procedures in this clause 10:
- (a) an Employee must continue to perform their work as they would normally unless they have a reasonable concern about an imminent risk to their health or safety; and
 - (b) an Employee must comply with a direction given by YMCA Canberra to perform other available work at the same workplace, or at another workplace, unless:
 - (i) the work is not safe;
 - (ii) applicable occupational health and safety legislation would not permit the work to be performed;
 - (iii) the work is not appropriate for the Employee to perform; or
 - (iv) there are other reasonable grounds for the Employee to refuse to comply with the direction.
- 10.7 The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this clause 10.

PART B. TYPES OF EMPLOYEES AND HOURS OF WORK

11. Types of employment

11.1 Employees of YMCA Canberra are employed in one of the following categories:

- (a) Full Time Employees;
- (b) Part Time Employees
- (c) Fixed Term Employees; or
- (d) Casual Employees.

11.2 At the time of engagement YMCA Canberra will inform each Employee of the terms of their engagement, including which category of employment they are engaged under.

12. Allocation of duties

12.1 YMCA Canberra may require an Employee to carry out any reasonable duties the Employee is capable of performing, subject to any restrictions set out in this Agreement and the payment of higher duties allowance where required by this Agreement.

- 12.2 Where an Employee is required to undertake lower level duties for a period of time, other than where this is an agreed transfer to a lower level position, the Employee will continue to be paid at the higher level.

13. Full Time Employees

- 13.1 A Full Time Employee is an Employee who is engaged on a permanent basis to work an expected average of 76 hours per fortnight.

14. Part Time Employees

- 14.1 A Part Time Employee is an Employee who:

- (a) is engaged on a permanent basis to work less than an average of 76 hours per fortnight; and
- (b) has reasonable predictable expected hours of work.

- 14.2 Unless otherwise specified in this Agreement, remuneration and other conditions for Part Time Employees, including leave, will be calculated pro rata to the number of hours the Employee works, excluding allowances of a reimbursement nature.

- 14.3 The minimum single engagement for a Part Time Employee is:

- (a) two hours for Employees working in an Early Learning Centre or Out of School Hours Care Program; or
- (b) three hours in all other instances.

- 14.4 The details of a Part Time Employee's work will be specified in writing and include:

- (a) the expected hours to be worked each day;
- (b) the days of the week the Employee will be required to work the expected hours; and
- (c) the normal starting and finishing time each day,

and may include different expected hours for specified periods.

- 14.5 YMCA Canberra and a Part-Time Employee may mutually agree in writing to vary the expected hours of a Part Time Employee.

15. Fixed Term Employees

- 15.1 A Fixed Term Employee is an Employee who is engaged for a specified time, or to complete a specified task, on either a full time or part time basis, as informed by YMCA Canberra at the time of their engagement.

16. Casual Employees

- 16.1 A Casual Employee is an Employee who:

- (a) is engaged without a firm commitment in advance from YMCA Canberra as to how long they will be employed for, or the days or hours they will work; and
- (b) is not expected to accept all offers of work from YMCA Canberra, but once an offer of work is accepted, attendance is required unless YMCA Canberra is provided two hours prior notice.

- 16.2 The minimum single engagement for a Casual Employee is:

- (a) one hour for Instructors;

- (b) two hours for Casual Employees working in an Early Learning Centre or an Out of School Hours Care Program; or
 - (c) three hours for all other Casual Employees.
- 16.3 For the purpose of this clause 16 “**Regular Casual Employee**” means a Casual Employee who has in the preceding 12 months worked a pattern of hours on an ongoing basis, which, without significant adjustment, the Casual Employee could continue to perform as a Full Time Employee or Part Time employee under this Agreement.
- 16.4 A Casual Employee engaged as a Regular Casual Employee by YMCA Canberra may request in writing to YMCA Canberra to be converted to a Full Time Employee or Part Time Employee.
- 16.5 A Regular Casual Employee who has worked hours equivalent to a Full Time Employee for YMCA Canberra over the preceding period of 12 months may request in writing to YMCA Canberra to be converted to a Full Time Employee.
- 16.6 A Regular Casual Employee who has worked hours less than equivalent to a Full Time Employee for YMCA Canberra over the preceding period of 12 months may request in writing to be converted to a Part Time Employee with hours consistent with the pattern of hours previously worked.
- 16.7 YMCA Canberra may refuse a request from a Regular Casual Employee (**Requesting Employee**) to be converted to a Full Time Employee or Part Time Employee subject to prior consultation with the Requesting Employee, and subject to the refusal being based on reasonable grounds which are known or reasonably foreseeable, including that:
- (a) it would require a significant adjustment to the Requesting Employee’s hours of work in order for the employee to be engaged as a Full Time Employee or Part Time Employee;
 - (b) the Requesting Employee is not truly a Regular Casual Employee, as defined in clause 16.3;
 - (c) the Requesting Employee’s position will cease to exist within the next 12 months;
 - (d) the hours of work which the Requesting Employee is required to perform will be significantly reduced in the next 12 months; and
 - (e) there will be a significant change in the days or times at which the Requesting Employee’s hours of work are required to be performed in the next 12 months which cannot be accommodated within the days or hours during which the Requesting Employee is available to work.
- 16.8 Where YMCA Canberra refuses a Regular Casual Employee’s request to convert, YMCA Canberra must provide the Regular Casual Employee with reasons for refusal in writing within 21 days of the request being made. If the Regular Casual Employee does not accept YMCA Canberra’s refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in clause 10.
- 16.9 Where YMCA Canberra agrees that a Regular Casual Employee will be converted to a Full Time Employee or Part Time Employee, YMCA Canberra and the Regular Casual Employee must discuss and record in writing:
- (a) whether the Regular Casual Employee will convert to a Full Time Employee or Part Time Employee; and
 - (b) if it is agreed that the Regular Casual Employee will convert to a Part Time Employee, the matters referred to in clause 14.4.

- 16.10 The conversion will take effect from the start of the next pay cycle following YMCA Canberra agreement to such conversion and agreement of the matters set out in clause 16.9, or as otherwise agreed in writing by YMCA Canberra and the Regular Casual Employee.
- 16.11 Following conversion to a Full Time Employee or Part Time Employee, the former Regular Casual Employee may only revert to being a Casual Employee with the written agreement of YMCA Canberra.
- 16.12 A Casual Employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation in relation to conversion of casual employment.
- 16.13 For the avoidance of doubt:
- (a) YMCA Canberra cannot direct or require a Regular Casual Employee to convert to a Full Time Employee or Part Time Employee; and
 - (b) YMCA Canberra is not required to increase the hours of a Regular Casual Employee seeking conversion to a Full Time Employee or Part Time Employee.

17. Annualised Employees

- 17.1 Where any provision in this clause 17 is inconsistent with any other provisions elsewhere in this Agreement, the provisions in this clause 17 will prevail.
- 17.2 All Employees whose annual salary is calculated or estimated, at YMCA Canberra sole discretion, to be \$85,000 or more per annum, or on a pro rata basis for Part Time Employees, will, on written notice to the Employee, be deemed an Annualised Employee and the following conditions will apply:
- (a) the Employee will be paid on the basis of an annualised salary which must not be less than 110 per cent of the base salary for the Employee's classification under this Agreement;
 - (b) Full-time Employees will be paid on the basis of 76 hours per fortnight only, and accrual and usage of leave balances will be on the same basis;
 - (c) Part-time Employees will be paid only on the basis of the ordinary fortnightly hours, specified in accordance with clause 14.4, and accrual and usage of leave balances will be on the same basis;
 - (d) subject to clause 17.3, Annualised Employees, where reasonable, may be expected to work additional hours and work on weekends and public holidays without penalty rates, overtime, additional pay, or time in lieu, where this is necessary in order to achieve required business outcomes; and
 - (e) the annualised salary must not be less than the Employee would earn if entitled to penalty payments and overtime provisions set out in this Agreement, calculated over a 12-month period. This provision will be applied on a pro rata basis for part years on termination of employment.
- 17.3 Where an Annualised Employee, at the direction of YMCA Canberra, is required to work additional hours that are not directly associated with the Employee's normal position, the Employee will be compensated for the additional hours either as time off in lieu on an hour for hour basis or additional remuneration at an hourly rate calculated by dividing the Employee's fortnightly salary by 76.
- 17.4 YMCA Canberra will, at least once in every six month period, undertake a reconciliation of each Annualised Employee to ensure the annualised salary is not less than the Annualised Employee

would earn if entitled to payments and benefits otherwise provided for in this Agreement, calculated over a 12 month period.

- 17.5 Without limiting clause 17.4, an Annualised Employee, acting reasonably, may also request in writing that YMCA Canberra undertake a reconciliation in accordance with clause 17.4 in respect of that Annualised Employee, which YMCA Canberra must undertake and complete within 21 days of receipt of such written request.
- 17.6 Following completion of a reconciliation in accordance with clause 17.5, any shortfall in the annualised salary that is revealed must be paid to the Annualised Employee within 7 days.
- 17.7 Annualised salaries will be reviewed in 1 July each year with new rates to apply the first full pay period ending on or after the review has been completed. The annualised salary must be increased by at least the salary increase specified in clause 25 for the relevant year.
- 17.8 The salary threshold specified in clause 17.2 will increase each year by the same percentage as the salary increase specified in clause 25.

18. Trainees

- 18.1 YMCA Canberra may engage a person as a Trainee on a traineeship registered with the relevant State or Territory training authority, as a Fixed Term Employee for the duration of the traineeship.
- 18.2 The Base Rate of Pay for a Trainee must be at least one per cent higher than of the rate of pay the Trainee would be entitled to under the relevant Modern Award.
- 18.3 The conditions of a traineeship will be in accordance with this Agreement except where this is inconsistent with the requirements of the relevant State or Territory training authority.
- 18.4 A Trainee may, at YMCA Canberra's sole discretion, be offered a position as a Full Time Employee or Part Time Employee on successful completion of the traineeship.

19. Apprentices

- 19.1 YMCA Canberra may engage a person as an Apprentice, on the basis of being a Fixed Term Employee for the duration of the apprenticeship.
- 19.2 The Base Rate of Pay for an Apprentice must be at least one per cent higher than of the rate of pay the Apprentice would be entitled to under the relevant Modern Award.
- 19.3 The conditions of an Apprenticeship will be in accordance with this Agreement except where this is inconsistent with the requirements of the relevant State or Territory training authority.
- 19.4 An Apprentice may, at YMCA Canberra's sole discretion, be offered a position as a Full Time Employee or Part Time Employee on successful completion of the apprenticeship.

20. Ordinary Hours

- 20.1 The span of hours within which Ordinary Hours may be worked without payment of penalty rates are set out in the following table:

Classification	Span of hours
Employees working in an Early Learning Centre or Outside School Hours Care Program	6.00 am to 6.30 pm, Monday to Friday
Employees working in a Fitness or Recreation Facility	5.00 am to 11.00 pm, Monday to Friday 6.00 am and 9.00 pm, Saturday and Sunday.

All other Employees	7.00 am to 7.00 pm, Monday to Friday

- 20.2 Ordinary Hours for Full Time Employees and Part Time Employees, including for the removal of doubt Fixed Term Employees but excluding Annualised Employees, must not exceed 10 hours on any day.
- 20.3 Where an Employee is required to work Broken Shifts, the time between the start of the first shift and the end of the last shift cannot be greater than 12 hours in a day.
- 20.4 For the avoidance of doubt YMCA Canberra will not engage Employees, or require Employees to work, in a manner that would entitle them to be defined as a Shiftworker for the purposes of the National Employment Standards.

21. Early Learning Centre and Outside School Hours Care Programs

- 21.1 YMCA Canberra may change the working hours of an Employee in an Early Learning Centre or an Outside School Hours Care Program by providing the Employee with at least seven days' written notice, unless:
- (a) the Employee agrees to a shorter notice period; or
 - (b) the change in working hours is due to an emergency outside YMCA Canberra's control which includes any situation or event that poses an imminent or severe risk to the persons at the Centre or Program, or a situation that requires the Centre or Program to be shut-down.
- 21.2 An Employee engaged to work in an Outside School Hours Care Program:
- (a) is engaged to work during the relevant State or Territory school education weeks;
 - (b) will not work during the relevant State or Territory school holidays; and
 - (c) may be offered work during school holidays in a vacation care service.
- 21.3 A Full-time Employee working in an Early Learning Centre or an Outside School Hours Care Program who is responsible for the preparation, implementation, or evaluation, of a development program for an individual child or group of children:
- (a) will be entitled to a minimum average of three hours of non-contact time per week;
 - (b) may seek additional non-contact time by prior written application to YMCA Canberra, with approval to be granted at YMCA Canberra's sole discretion, but taking into account the number of children the Employee is responsible for and other relevant factors; and
 - (c) during the non-contact time, the Employee will not be required to supervise children or perform other duties other than those associated with the planning, preparing, evaluating and programming activities.

PART C. REMUNERATION

22. Classification Structure

- 22.1 The YMCA Canberra classification structure outlined Appendix 3 provides a link between the YMCA Canberra classification and the classification included in the relevant Modern Award.
- 22.2 Where an Employee's role is not covered by the classification structure set out in Appendix 2:

- (a) YMCA Canberra will establish a new classification that is the same as the classification that would apply to the Employee under the relevant Modern Award but for this Agreement;
 - (b) YMCA Canberra will determine the role levels and corresponding Base Rate of Pay for the new classification from the commencement of the Employee's engagement;
 - (c) the Base Rate of Pay at the commencement of the Employee's engagement must be at least four per cent higher than the highest rate of pay applicable to the Employee under the relevant Modern Award; and
 - (d) YMCA Canberra will ensure the Employee is better off overall than the relevant Modern Award.
- 22.3 The criteria for determining the applicable step for Employees who are Teachers are set out under the Children's Services classifications in Appendix 2.

23. Pay rates

- 23.1 The Base Rate of Pay for Employees is included in the applicable section of Appendix 1 of this Agreement. Where there is any inconsistency between the provisions of this Part and Appendix 1, the provisions of this Part will prevail.
- 23.2 Casual Employees will receive a loading of 25 percent in lieu of:
- (a) access to all forms of paid leave (other than long service leave); and
 - (b) payment for public holidays on which the Casual Employee is not required to work.
- 23.3 Employees will not have a reduction in pay as a result of this Agreement. Employees who are being paid above the applicable Base Rates of Pay in Appendix 1 will continue to be paid at the higher rate and will receive the applicable pay increases in accordance with clause 25.

24. Method of payment

- 24.1 Employees will be paid fortnightly in arrears into a financial institution account nominated by the Employee.
- 24.2 Where an Employee's Base Rate of Pay is set out as an annual figure, or otherwise in the case of Annualised Employees, the following formula will be used to determine the fortnightly rate of pay:

$$\text{Fortnightly pay} = \text{Annual Salary} / 26.07$$

25. Salary increases

- 25.1 Subject to clause 25.2, Employees, excluding Trainees, Apprentices, and Fixed Term Employees, will receive a pay increase of 2 percent in the first full pay period ending on or after the Commencement Date, to be applied retrospectively to 1 July 2019.
- 25.2 The pay increase payable under clause 25.1, will not apply to Employees who were covered by the YMCA of Canberra Inc Collective Agreement 2008 as of 1 July 2019, or who received a pay increase under that agreement, or Employees whose employment with YMCA Canberra was terminated prior to the Commencement Date.
- 25.3 Subject to clauses 25.4, and 25.5, all Employees, excluding Trainees, Apprentices, and other Fixed Term Employees, will receive a pay increase of 2 percent, in the first full pay period ending on or after
- (a) 1 July 2020; and

- (b) 1 July 2021.
- 25.4 The pay increases set out in clause 25.3 are inclusive of any wage increase, determination, or award of the Fair Work Commission or any other authorised tribunal or commission made after the signing of this Agreement.
- 25.5 For the avoidance of doubt, for any increase to the rates of pay under a relevant Modern Award on the relevant date of, or during the 12 months preceding, a pay increase set out in clause 25.3:
- (a) which is less than 2 percent, the increase under the relevant Modern Award will be deducted from the pay increase set out in clause 25.3, so that the combined increase under the relevant Modern Award and clause 25.3 does not exceed 2 percent; and
 - (b) which is more than or equal to 2 percent, the pay increase in clause 25.3 will not be applicable.

26. Superannuation

- 26.1 YMCA Canberra will make superannuation contributions in accordance with applicable legislation in place at any particular time.
- 26.2 Where permitted by legislation, each Employee may choose a superannuation fund.
- 26.3 Where an Employee does not choose a superannuation fund, YMCA Canberra will determine a default fund which complies with applicable legislation and regulations.

27. Salary Sacrifice Contributions to Superannuation

- 27.1 Employees may by written notice to YMCA Canberra, elect to salary sacrifice additional contributions to the Employee's nominated superannuation fund, at no cost to the Employee.
- 27.2 YMCA Canberra, at its sole discretion, may consider other forms of salary sacrifice for Employees, excluding Casual Employees, upon application. However, any fees, fringe benefit tax, administration fees or similar, will remain the liability of the Employee.
- 27.3 It is the responsibility of the Employee to seek independent taxation advice regarding their personal financial situation and any implications of any salary sacrificing arrangement.
- 27.4 The Employee's salary for all purposes, including calculation of entitlements, superannuation, redundancy and termination, will be determined as if no salary sacrificing arrangements exist.
- 27.5 In the event that there is a change to the law governing taxation, or the Australian Taxation Office makes a ruling, which makes the intent of this clause ineffective, or incurs additional costs to YMCA Canberra, the parties may initiate negotiations to review this clause 27.

28. Supported Salary for Employees with a Disability

- 28.1 Employees who have a disability to the extent that they meet the impairment criteria for the Disability Support Pension may be employed under this Agreement and paid appropriate to the classification in which they are employed, determined in accordance with the procedures and provisions included in Appendix 4.

PART D. ENTITLEMENTS AND ALLOWANCES

29. Penalty rates

Recreation Classifications

- 29.1 Employees, excluding Annualised Employees and Casual Employees, who fall under the Recreation classifications in Appendix 1, will be paid the same penalty payments for ordinary hours worked on a weekend or public holiday as those specified in either the Fitness Award or the Health Professionals and Support Services Award, as applicable.
- 29.2 Casual Employees who fall under the Recreation classifications in Appendix 1 will have their casual loading increased in accordance with the either the Fitness Award or the Health Professionals and Support Services Award, as applicable, for all work on weekends and public holidays.

Hospitality Classifications

- 29.3 Employees, excluding Annualised Employees, who fall under the Hospitality classifications in Appendix 1 will be paid the same penalty payments as those specified in the Hospitality Award for:
- (a) public holidays;
 - (b) weekends;
 - (c) Monday to Friday from 7.00 pm to midnight; and
 - (d) Monday to Friday from midnight to 7.00 am.

Other Employees

- 29.4 Employees not covered by clauses 29.1, 29.2, or 29.3 may be covered by the overtime provisions in clause 30.

30. Overtime

- 30.1 Subject to clause 30.3, an Employee, will be deemed to have worked overtime where the Employee is directed by YMCA Canberra to work:
- (a) for Part Time Employees, excluding Annualised Employees, who fall under the Children's Services classification in Appendix 1:
 - (i) more than eight hours on any day;
 - (ii) outside Ordinary Hours; or
 - (iii) more than 76 hours in a fortnight;
 - (b) for all other Part Time Employees, excluding Annualised Employees, outside Ordinary Hours where the Employee is not paid penalty rates under clause 29;
 - (c) for all other Full-time Employees, or Casual Employees, excluding Annualised Employees:
 - (i) more than 10 hours on any day;
 - (ii) more than 76 hours in a fortnight; or
 - (iii) outside Ordinary Hours where the Employee is not paid penalty rates under clause 29; and
 - (d) for Annualised Employees, in excess of reasonable additional hours, and where YMCA Canberra has prior agreed in writing that the additional hours will constitute overtime.

- 30.2 For the purpose of clause 30.1(b) and 30.1(c) where an employee would otherwise be paid penalty rates under clause 29, if the Employee would be better off receiving the overtime rates in clause 30.4, such overtime rates will apply.
- 30.3 Overtime must be approved by YMCA Canberra prior to the commencement of any Overtime.
- 30.4 Overtime under this clause 30 is paid at the following rates:
- (a) time and a half for the first two hours, Monday to Saturday and double time thereafter;
 - (b) double time for all overtime on a Sunday; and
 - (c) double time and a half for all overtime on a public holiday.
- 30.5 YMCA Canberra and an Employee may mutually agree in writing for the Employee to be granted time off instead of payment for overtime, on an hour for hour basis. Where the time off has not been taken within four weeks of the overtime being worked, YMCA Canberra may pay the Employee the overtime at the applicable rate unless an extension is otherwise mutually agreed in writing between YMCA Canberra and the Employee. This clause 30.5 does not apply to overtime worked on a public holiday.

31. Meal Provision

- 31.1 Where an Employee, excluding an Annualised Employee, is deemed to have worked more than one hour overtime on any day, in accordance with clause 30.1, the Employee will be:
- (a) provided with a meal at no cost to the Employee; or
 - (b) paid a meal allowance of \$15.94.
- 31.2 Where an Employee, excluding an Annualised Employee, is deemed to have worked more than four hours overtime on any day, in accordance with clause 30.1, the Employee will be:
- (a) provided with a second meal at no cost to the Employee; or
 - (b) paid a second meal allowance of \$12.76.
- 31.3 Where an Annualised Employee is deemed to have worked more than 4 hours overtime, in accordance with clause 30.1, the Annualised Employee will be:
- (a) provided with a meal at no cost to the Employee; or
 - (b) paid a meal allowance of \$15.94,
- subject to YMCA Canberra's prior written approval.

32. Rest Breaks

- 32.1 Employees, are entitled to:
- (a) subject to clause 32.2, an unpaid meal break of between 30 and 60 minutes no later than five hours after commencing work;
 - (b) a paid rest break of 15 minutes where required to work at least four hours; and
 - (c) a second paid rest break of 15 minutes where required to work at least seven hours, excluding unpaid breaks, in a single shift, or on any day.
- 32.2 Where an Employee working in an Early Learning Centre, an Outside School Hours Care Program or Water Activities is required by YMCA Canberra to remain at the workplace during the meal break, the unpaid meal break will be replaced by a paid meal break of between 20 and 30 minutes.

- 32.3 YMCA Canberra will endeavour not to require an Employee to commence work before at least a 10 hour break after the end of the previous shift, where reasonable.
- 32.4 Subject to clause 32.5, where YMCA Canberra directs an Employee to commence work before at least a 10 hour break after the end of the previous shift, the Employee will be paid at overtime rates for all work undertaken until such time as the Employee has had a 10 hour break.
- 32.5 In relation to Annualised Employees:
- (a) Annualised Employees must endeavour to not commence work before at least a 10 hour break after the end of the previous shift;
 - (b) Annualised Employees must provide YMCA Canberra prior written notice if they will be commencing work before at least a 10 hour break after the end of the previous shift; and
 - (c) payment of overtime rates in accordance with clause 32.4 will be subject to YMCA Canberra's prior written approval.
- 32.6 For the avoidance of doubt, clause 32.3 will apply where a shift commences on one day and finishes on the following day and the next shift commences before a 10 hour break has been taken but does not apply to Broken Shifts.

33. On-call Allowance

- 33.1 Subject to clause 33.4, where an Employee, excluding Annualised Employees, is required to be on-call outside of work hours, the Employee will be paid an allowance of \$100 per week, or a pro-rata amount for part weeks (**On-call Allowance**).
- 33.2 To be eligible for the payment of the On-call Allowance, the Employee must:
- (a) be ready and available to return to the workplace without notice;
 - (b) remain within 30 minutes travel time of the workplace; and
 - (c) be contactable at all times by phone.
- 33.3 Where an Employee is in receipt of an On-Call Allowance, the Employee will:
- (a) be entitled to the applicable overtime rates, if any, if they are required to attend the workplace outside of Ordinary Hours while on call; and
 - (b) not be entitled to payment for any time associated with making or receiving phone calls, emails, or similar, during the period for which they receive the On-Call Allowance.
- 33.4 Where the Health Professionals and Support Services Award would apply to an Employee, but for this Agreement, YMCA Canberra will pay On-call Allowance in accordance with that Modern Award.

34. Broken Shift Allowance

- 34.1 Employees who fall under the Recreation classifications in Appendix 1 or the Children's Services classifications in Appendix 1, who have more than a two hour break between shifts worked on the same day or within the one shift worked on a day, will be paid a broken shift allowance consistent with the relevant Modern Award.

35. Personal Training and Group Fitness Allowance

- 35.1 Employees who fall under the Recreation classifications in Appendix 1 and are undertaking a personal training or group fitness session will be paid:
- (a) the Employee's hourly rate of pay; plus

- (b) a personal training and group fitness allowance for the session to be negotiated.
- 35.2 For the purposes of clause 35.1, the hourly rate of pay for Full Time Employees or Part Time Employees will be the higher of:
 - (a) the rate of pay for a Level 3 Employee in the Recreation classification; or
 - (b) the Employee's hourly rate of pay calculated from their Base Rate of Pay.
- 35.3 For the purposes of clause 35.1, if the personal training or group fitness session is undertaken on overtime, the payment for the session must not be less than 150 per cent of the Employee's hourly rate of pay.

36. Higher Duties

- 36.1 Where an Employee is required to perform a higher level role for one week or more, the Employee will be paid at a higher level rate.
- 36.2 Notwithstanding clause 36.1:
 - (a) an Employee required to perform a higher level role in an Outside School Hours Care Program for less than one week will be paid at the higher level;
 - (b) an Employee required to perform a higher level role in an Early Learning Centre for at least two days will be paid at the higher level, subject to the Employee being required to spend the majority of the Employee's time undertaking the higher level duties.
- 36.3 YMCA Canberra may approve payment of higher duties allowance for periods of less than one week.
- 36.4 To be eligible for the payment of higher duties allowance, the Employee must be performing sufficient higher level functions that the role being performed by the Employee would be classified at the higher level.

37. Motor Vehicle Allowance

- 37.1 A motor vehicle allowance is payable where an Employee agrees to a YMCA Canberra request to use their private vehicle for work related purposes, subject to this being agreed in writing by their manager in advance.
- 37.2 The rate of motor vehicle allowance is the rate set by the Australian Taxation Office using the cents per kilometre method.
- 37.3 The private vehicle for work purposes must be:
 - (a) operated by an appropriately licenced driver at all times that it is being used for work related purposes;
 - (b) registered at all times;
 - (c) road worthy and safe to perform the agreed work purpose; and
 - (d) comprehensively insured to the satisfaction of YMCA Canberra.
- 37.4 YMCA Canberra may require the Employee to provide evidence of the matters in clause 37.3, prior to the agreement in clause 37.1, or at any other time it deems necessary.

38. First Aid Allowance

- 38.1 A first aid allowance of \$24.80 per fortnight, will be paid to Full Time Employees who:

- (a) hold a current first aid qualification issued by the St John's Ambulance Association or the Australian Red Cross Society or equivalent qualification; and
 - (b) are appointed in writing by YMCA Canberra as a designated first aid officer.
- 38.2 Where a Full Time Employee or Part Time Employee is required by YMCA Canberra to hold a first aid or similar qualification, YMCA Canberra will either pay or reimburse the fees for the relevant training and qualification.

39. Health and Safety Representative Allowance

- 39.1 Where a Full Time Employee is appointed by YMCA Canberra as a Health and Safety Representative, YMCA Canberra will pay the Employee an allowance of \$24.57 per fortnight.

40. Travel Allowance

- 40.1 Where an Employee is required to travel for work purposes and is away from home overnight, YMCA Canberra will:
- (a) pay for reasonable accommodation for the Employee; and
 - (b) reimburse the Employee for meals and incidentals costs, on provision of receipts, up to the amounts set by the Australian Taxation Office as reasonable amounts for meals and incidentals.

41. Other Employee Benefits

Employee Assistance Program

- 41.1 YMCA Canberra will make available to all Employees, including for the removal of doubt Fixed Term Employees, and Casual Employees, an appropriate service to provide confidential, professional counselling to Employees and their Immediate Family to provide support for an Employee's work related and personal problems.

Employee Retention Bonus

- 41.2 On the Commencement Date, YMCA Canberra will provide Full Time Employees and Part Time Employees, excluding Fixed Term Employees, a retention bonus of \$1,000 if at the Commencement Date an Employee has completed 5 or more years of continuous service with YMCA Canberra.
- 41.3 Effective from the day after the Commencement Date, YMCA will provide Full Time Employees and Part Time Employees, excluding Fixed Term Employees, a retention bonus on each occasions that an Employee completes a period of 5 years of continuous service with YMCA Canberra.
- 41.4 For the avoidance of doubt:
- (a) the retention bonus on the Commencement Date in clause 41.2 is not cumulative, for example an Employee who has completed 11 years of continuous service with YMCA Canberra at the Commencement Date will only be provided a retention bonus of \$1,000;
 - (b) the retention bonus in clause 41.3 will not be applied retrospectively, and will only be paid in the event an Employee completes the specified continuous period of service after the Commencement Date;
 - (c) periods of service as a Casual Employee will not be counted towards an Employee's period of continuous service for the purpose of clauses 41.2 and 41.3;
 - (d) continuous service means uninterrupted consecutive service with YMCA Canberra, as either a Full Time Employee or Part Time Employee from time to time;

- (e) a period of service as a Full Time Employee or Part Time Employee, prior to a period of service as a Casual Employee will not be counted towards an Employee's period of service for the purpose of clauses 41.2 and 41.3;
 - (f) parental leave in accordance with clause 49 of this Agreement will not be deemed an interruption of continuous service for the purpose of clauses 41.2 and 41.3;
 - (g) parental leave taken by the Employee which is not provided for in this Agreement will not be counted towards an Employee's period of service for the purpose of clauses 41.2 and 41.3; and
 - (h) unpaid leave of any kind, including parental leave in accordance with clause 49.6 and additional unpaid parental leave in accordance with clause 49.10, taken by the Employee will not be counted towards an Employee's period of service for the purpose of clauses 41.2 and 41.3.
- 41.5 YMCA Canberra at the Commencement Date put in place an additional policy relating to retention bonuses which may include other retention bonuses for periods of continuous service with YMCA that have not been provided for in this Agreement.

Working With Vulnerable People

- 41.6 YMCA Canberra will reimburse an Employee the cost of renewing a Working with Vulnerable People Registration, Working with Children Check, or both as the case may be, where:
- (a) YMCA Canberra requires the Employee to hold such registration as a condition of their employment; and
 - (b) the Employee has completed at least 12 months of continuous service with YMCA Canberra.
- 41.7 For the avoidance of doubt clause 41.6:
- (a) only applies to renewals of a Working with Vulnerable People Registration and Working with Children Check and not to initial registration; and
 - (b) does not apply retrospectively to renewals of a Working with Vulnerable People Registration and Working with Children Check required before the Commencement Date; and
 - (c) does not apply retrospectively to renewals of a Working with Vulnerable People Registration and Working with Children Check that occurred prior to the commencement of an Employee's engagement with YMCA Canberra.

PART E. FLEXIBILITY

42. Flexibility Term

- 42.1 For the avoidance of doubt, individual flexibility arrangements in this clause 42, are subject to agreement by, and operational requirements of, YMCA Canberra.
- 42.2 YMCA Canberra and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement if:
- (a) the flexibility agreement deals with one or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;

- (iii) penalty rates;
 - (iv) allowances; or
 - (v) leave loading;
- (b) the arrangement meets the genuine needs of the employer and employee in relation to one or more of the matters mentioned in clause 42.1(a); and
- (c) the arrangement is genuinely agreed to by YMCA Canberra and the Employee.
- 42.3 YMCA Canberra must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the Fair Work Act;
 - (b) are not unlawful terms under section 194 of the Fair Work Act; and
 - (c) result in the Employee being better off overall than the Employee would be if no arrangement was made.
- 42.4 YMCA Canberra must ensure that the individual flexibility arrangement:
- (a) is in writing;
 - (b) includes the name of YMCA Canberra and the Employee;
 - (c) is signed by YMCA Canberra and the Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee;
 - (d) includes details of:
 - (i) the terms of this Agreement that will be varied by the arrangement;
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (e) states the day on which the arrangement commences.
- 42.5 YMCA Canberra must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 42.6 YMCA Canberra or the Employee may terminate the individual flexibility arrangement:
- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if YMCA Canberra and the Employee agree in writing at any time.

PART F. LEAVE

43. General Provisions

- 43.1 Employees will retain all accrued leave entitlements that were held before the Commencement Date.
- 43.2 All deductions of leave will be based on the number of expected hours the Employee is absent from work.
- 43.3 Where an Employee takes leave of any kind:
- (a) for which they are entitled to be paid, the Employee will be paid their Base Rate of Pay during the period of leave; and

- (b) for which they are not entitled to be paid, the Employee will not be paid during the period of leave.
- 43.4 Where an Employee is absent and fails to comply with their obligations this PART F, other than because of circumstances beyond the Employee's control, the absence may:
- (a) be treated as unauthorised;
 - (b) result in the Employee not being paid; and
 - (c) not count towards the Employee's service.
- 43.5 Where any public holiday which the Employee would otherwise be entitled to occurs during a period of paid leave, excluding long service leave, the public holiday will not be deducted from the Employee's accrued leave.
- 43.6 The provisions for long service leave in relation to public holidays are as specified in the relevant State or Territory long service leave legislation.

44. Annual Leave

- 44.1 Full Time Employees and Part Time Employees, including Fixed Term Employees, accrue annual leave:
- (a) at the rate of 174.8 hours (23 days) for each 12 months of work for Full Time Employees and at a pro rata rate for Part Time Employees; and
 - (b) progressively during the 12 month period and credited to Employees each fortnight.
- 44.2 Employees are able to take annual leave, subject to the availability of accrued leave and approval by YMCA Canberra.
- 44.3 Employees will not accrue any annual leave during any unauthorised absences or unpaid leave or any period which does not count as service.

Requirements to take Annual Leave

- 44.4 Subject to clause 44.5, unused annual leave will accumulate from year to year without limit.
- 44.5 Where an Employee has an annual leave balance in excess of six weeks YMCA Canberra may require the Employee to take a period of annual leave:
- (a) sufficient to reduce the Employee's annual leave balance to four weeks;
 - (b) at a time mutually agreed where possible, but at YMCA's final determination as long as the Employee is given at least four weeks' notice.
- 44.6 Where a YMCA Canberra workplace, or part of a workplace, shuts down for a period of time, Employees working in that workplace or part of that workplace may be required to take annual leave, or, if these entitlements have been exhausted, unpaid leave for the duration of the shutdown.

Payment for Annual Leave on Termination of Employment

- 44.7 Employees will be paid for any unused annual leave entitlement on resignation or termination of employment.

45. Purchased Leave

- 45.1 Full Time Employees and Part Time Employees, including Fixed Term Employees, may, with the approval of the Chief Executive Officer, purchase up to four weeks' additional leave per year.

Salary payments will be averaged over the whole year to ensure that a standard rate is received each fortnight. Purchased leave will count as service for all purposes.

- 45.2 When an Employee ceases employment with YMCA Canberra, the purchased leave credits and payment will be reconciled and payments recovered or refunded as appropriate.

46. Personal/Carer's Leave

- 46.1 Full Time Employees and Part Time Employees, including Fixed Term Employees, accrue personal/carers leave:

- (a) at the rate of 76 hours (10 days) for each 12 months of work for Full Time Employees and at a pro rata rate for Part Time Employees; and
- (b) progressively during the 12 month period and credited to Employees each fortnight.

- 46.2 Unused personal/carers leave will accumulate from year to year without limit.

- 46.3 Employees will not:

- (a) accrue any personal/carers leave during any unauthorised absences or unpaid leave or any period which does not count as service; or
- (b) be paid for any unused personal/carers leave entitlement on resignation or termination of employment.

Approval of Personal/Carer's Leave

- 46.4 YMCA Canberra will, subject to the availability of accrued personal/carers leave, approve paid personal/carers leave for an Employee for the following purposes:

- (a) where the Employee is ill or injured and as a result is unable to work; or
- (b) to provide care or support for an Immediate Family or Household member who requires care or support because of:
 - (i) an illness or injury of an Immediate Family or Household member; or
 - (ii) an unexpected emergency affecting an Immediate Family or Household member.

- 46.5 For the avoidance of doubt, Employees may take personal/carers leave in relation to affected members of the Employee's Household, in accordance with the Fair Work Act.

Evidence requirements

- 46.6 Medical certificates must be provided by Employees for absences of more than two days due to personal injury or illness, or where the Employee has taken four or more single day absences during the financial year, unless YMCA Canberra waives this requirement.

- 46.7 YMCA Canberra may require a medical certificate:

- (a) for an absence of a single day before or after a public holiday;
- (b) for absences of two days due to personal injury or illness; or
- (c) where it considers this is necessary to verify the reasons for the Employee's absence and subject to the requirement being made known in sufficient time to allow the Employee to obtain a medical certificate.

- 46.8 Where an Employee is unable to provide a required medical certificate for reasons beyond the control of the Employee, the Employee must provide a statutory declaration confirming that the Employee was unfit for work.

46.9 YMCA Canberra may require an Employee to provide appropriate verification of the reasons for seeking personal/carer's leave where it is for a reason other than personal illness or injury as follows:

- (a) where the leave is because of an illness or injury of an Immediate Family or Household member - a medical certificate; or
- (b) where the leave is because of an unexpected emergency affecting an Immediate Family or Household member - a statutory declaration or other form of verification acceptable to YMCA Canberra.

Notification requirements

46.10 An Employee must notify their supervisor of their absence and intention to apply for personal/carer's leave as soon as practicable and before the Employee's scheduled commencement time, where this is practicable.

Substitution of Personal/Carer's Leave

46.11 An Employee may not take personal/carer's leave while on any form of parental leave.

46.12 Employees on another form of paid leave, other than parental leave, may apply to substitute personal/carer's leave, subject to:

- (a) approval by YMCA Canberra in accordance with clause 46.4, and
- (b) the Employee providing a medical certificate from a registered health practitioner as verification of the illness or injury.

46.13 For the avoidance of doubt a medical certificate from a registered health practitioner is the only evidence that will be accepted when applying to substitute personal/carer's leave for another form of paid leave.

Unpaid Personal/Carer's Leave

46.14 Where a Full Time Employee or Part Time Employee, including a Fixed Term Employee, does not have any accrued personal/carer's leave available, the Employee is entitled to a maximum of two days unpaid personal/carer's leave, per occasion, to provide care or support for a member of their Immediate Family or Household who requires care or support because of:

- (a) an illness or injury of an Immediate Family or Household member, or
- (b) an unexpected emergency affecting an Immediate Family or Household member.

46.15 The Employee is required to provide YMCA Canberra with notice of the requirement to take unpaid personal/carer's leave in accordance with clause 46.14 as soon as practicable.

46.16 YMCA Canberra may require verification of the reason for taking unpaid personal/carer's leave in accordance with clause 46.9.

47. Infectious Disease Leave

47.1 Full Time Employees and Part Time Employees, including Fixed Term Employees, will be entitled to paid infectious disease leave, on the terms set out in this clause 47, where the Employee:

- (a) contracts an infectious disease specified in clause 47.5;
- (b) the Employee's exposure to that disease while at work; and
- (c) the Employee is not entitled to worker's compensation in relation to the exposure and subsequent infection.

- 47.2 YMCA Canberra may, at its sole discretion, grant paid infectious disease leave, on any conditions it sees fit, where the disease:
- (a) is not specified in clause 47.5; and
 - (b) was contracted by an Employee through exposure to the disease at work.
- 47.3 To be eligible for paid infectious disease leave, the Employee must provide:
- (a) a medical certificate stating the disease and the dates for which the Employee will be unfit for work or excluded from the workplace; and
 - (b) evidence to YMCA Canberra's reasonable satisfaction that the Employee contracted the disease through exposure to the disease while at work.
- 47.4 For the avoidance of doubt, Employees may not take infectious disease leave for Immediate Family or members of the Employee's Household.
- 47.5 The infectious diseases and corresponding maximum days of paid leave a Full Time Employee is entitled, in addition to any personal/carer's leave, are set out in the following table:

Infectious Disease	Infectious Disease Leave Entitlement per Incident
Chicken Pox	Five days
German Measles	Five days
Hepatitis A	Five days
Measles	10 Days
Mumps	10 Days
Scarlet Fever	10 Days
Whooping Cough	10 Days
Rheumatic Fever	No limit, paid leave in accordance with medical certificate.
Other Hepatitis	No limit, paid leave in accordance with medical certificate.
Active Tuberculosis	No limit, paid leave in accordance with medical certificate.
Head Lice	One day
Impetigo	Two days
Ring Worm	Two days
Conjunctivitis	Two days
Cold Sores	Two days
Scabies	One day
Streptococcal Infection	One day
Influenza	Two days
Gastro Intestinal Illness	Two days

47.6 The infectious disease leave entitlements of Part Time Employees will be calculated pro rata to the number of hours the Employee works.

48. Compassionate Leave

48.1 Full Time Employees and Part Time Employees, including Fixed Term Employees, are entitled to paid compassionate leave of up to three days for each occasion when an Employee's Immediate Family or Household member:

- (a) is suffering from a life-threatening illness or injury; or
- (b) dies.

48.2 To be eligible for compassionate leave, the Employee may be required to provide:

- (a) verification of the illness, injury and certification from a medical practitioner that the illness or injury poses a serious threat to the person's life; or
- (b) verification of the death.

48.3 For the avoidance of doubt, Employees may take compassionate leave in relation to affected Household members in accordance with the Fair Work Act.

49. Parental Leave

49.1 For the purpose of this clause 49 the term "Child" includes the natural child, adopted child, foster child, step child or grandchild where the Employee has or will have primary caring responsibilities.

49.2 The provisions of this clause 49 relating to:

- (a) adoption of a Child only apply where the Child:
 - (i) is, or will be, under 16 as at the day of placement, or expected day of placement of the Child;
 - (ii) has not, or will not have, lived continuously with the Employee for a period of 6 months or more as at the day of placement, or the expected day of placement of the Child; and
 - (iii) is not (otherwise than because of the adoption) a Child of the Employee or the Employee's Partner; and
- (b) foster care of a Child only apply where:
 - (i) is, or will be, under 16 as at the day of placement, or expected day of placement of the Child;
 - (ii) the foster care is long term;
 - (iii) the Child cannot live with their families and require a permanent foster family; and
 - (iv) is not a Child of the Employee or the Employee's Partner.

49.3 Where the provisions of this clause 49 are inconsistent with and less beneficial than the National Employment Standards, the National Employment Standards will prevail.

49.4 Except where stated in this Agreement parental must be taken in a single unbroken period.

Paid Parental Leave

- 49.5 Full Time Employees and Part Time Employees, including Fixed Term Employees, with at least 12 months of continuous service with YMCA Canberra, are entitled to six weeks of paid parental leave where:
- (a) the leave is associated with:
 - (i) the birth of a Child of the Employee;
 - (ii) the placement of a Child with the Employee for adoption; or
 - (iii) the placement of a long-term foster Child with the Employee; and
 - (b) the Employee has or will have a responsibility for the care of the Child.
- 49.6 An Employee may elect to take the paid parental leave at half pay over 12 weeks. Where this is the case only the first six weeks will count as service.

Unpaid Parental Leave

- 49.7 Full Time Employees and Part Time Employees, including Fixed Term Employees, are eligible for unpaid parental leave under this clause where the Employee has at least 12 months of continuous service with YMCA Canberra.
- 49.8 Casual Employees are eligible for unpaid parental leave where the Casual Employee has been employed on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months and the Employee would have a reasonable expectation of continuing employment on a regular or systematic basis but for the birth or adoption of a Child or the taking of leave under this clause.
- 49.9 Where an Employee is entitled to paid parental leave the paid parental leave is included as part of the maximum leave entitlements set out in clause 49.10.
- 49.10 An Employee is entitled to up to 12 months of unpaid parental leave where:
- (a) the leave is associated with:
 - (i) the birth of a Child of the Employee; or
 - (ii) the placement of a Child with the Employee for adoption; or
 - (iii) the placement of a long-term foster Child with the Employee; and
 - (b) the Employee has or will have a responsibility for the care of the Child.
- 49.11 Where an Employee is planning to adopt a Child, the Employee is entitled to up to two additional days of unpaid parental leave to attend interviews associated with the adoption. This is an exception to the requirement that parental leave be in a single unbroken period.

Timing of Parental Leave

- 49.12 Where the Employee's Partner will not be taking any paternity/maternity or other form of parental leave:
- (a) if the Employee has or will be giving birth, the parental leave may commence between six weeks before the expected date of birth and the actual date of birth of the Child;
 - (b) YMCA Canberra may require the Employee to provide medical evidence stating that the Employee is fit to continue working within six weeks of the expected date of birth of the Child, otherwise YMCA Canberra may require the Employee to commence parental leave; and

- (c) the parental leave must commence no later than the date of birth of the Child or the day of placement of the Child in the case of adoptions and fostering, unless the Employee's Partner is not in employment and has a responsibility for the care of the Child, in which case, the leave may commence at any time during the 12 months following the date of birth or day of placement of the Child.
- 49.13 Where the Employee is part of a couple and their Partner is also intending to take any paternity/maternity or other form of parental leave:
- (a) if the Employee starts parental leave first, it must be in accordance with the following:
 - (i) where the person has or will be giving birth, the parental leave may commence between six weeks before the expected date of birth and the actual date of birth of the Child;
 - (ii) YMCA Canberra may require the Employee to provide medical evidence stating that the Employee is fit to continue working within six weeks of the expected date of birth of the Child, otherwise YMCA Canberra may require the Employee to commence parental leave; and
 - (iii) the parental leave must commence no later than the birth of the Child or the day of placement of the Child in the case of adoptions;
 - (b) if the Employee's Partner starts parental leave first, the Employee's period of parental leave must start immediately after their Partner's parental leave finishes.
- 49.14 Where the Employee is taking parental leave in association with an adoption or fostering, the leave may commence up to two weeks before the expected date of placement of the Child.
- 49.15 An Employee and their Partner, notwithstanding any other provisions in this clause, may take a period of up to 8 weeks of unpaid parental leave at the same time as the Employee's Partner is taking a form of parental leave, subject to the concurrent period commencing on the date of birth or placement of the Child. This is an exception to the requirement that parental leave be in a single unbroken period.
- 49.16 An Employee is not entitled to personal/carer's leave or compassionate leave during any period of unpaid parental leave.
- 49.17 The period of parental leave may be extended or shortened on application by the Employee, subject to maximum limits specified in this clause, as long as the Employee provides YMCA Canberra with at least 14 days' written notice.
- 49.18 Where the Employee is taking a period of parental leave and the Child dies, or the Employee ceases to have a responsibility for the Child, YMCA Canberra may provide the Employee with no less than four weeks' notice that the parental leave is to cease.
- 49.19 YMCA Canberra will not unreasonably refuse a request from an Employee returning from a period of parental leave to work on a part time basis until the Child starts school.

Additional Parental Leave

- 49.20 An Employee who has taken unpaid parental leave under clause 49 may request in writing additional unpaid parental leave up to a maximum of 24 months after the date of birth or placement of the Child. Where the Employee makes such a request:
- (a) it must be made no later than four weeks before the end of the Employee's other unpaid parental leave period;

- (b) the additional unpaid parental leave must commence immediately following the completion of the Employee's other unpaid parental leave;
- (c) YMCA Canberra may only refuse the request on reasonable business grounds; and
- (d) YMCA Canberra's response to the request must be provided in writing to the Employee within 21 days of the request and where the request is refused, state the reasons for refusing the request.

49.21 A period of additional unpaid parental leave may be extended or shortened on application by the Employee, subject to maximum limits specified in clause 49.20, as long as the Employee provides YMCA Canberra with at least 14 days written notice.

Special Maternity Leave

49.22 An Employee is entitled to additional periods of unpaid leave in the event that the Employee is affected by a pregnancy related illness and is not fit to work, or if the Employee has been pregnant, and that pregnancy has ended within 28 weeks of the expected date of birth, or other than by the birth of a living child.

49.23 Where the Employee makes a request for additional unpaid leave under clause 49.22, the Employee:

- (a) must provide notice to YMCA Canberra as soon as is practicable before or after the leave has commenced;
- (b) must advise YMCA Canberra of the expected period of the leave; and
- (c) on the request of YMCA Canberra, must provide evidence to YMCA Canberra's reasonable satisfaction to support such an absence, as soon as is practicable before or after the leave has commenced.

50. Keeping in Touch Program

50.1 YMCA Canberra and an Employee who is the primary carer of a Child and absent on parental leave, may agree to the Employee attending work during the parental leave for keeping in touch purposes. Where this occurs:

- (a) the Employee will be paid their normal salary for the time the Employee is at work;
- (b) the work will not affect the Employee's paid parental leave; and
- (c) the work will not extend the maximum period of paid parental leave.

50.2 The maximum number of days that may be agreed for keeping in touch purposes is 10 days in the first 12 months of parental leave and another 10 days if the parental leave is extended for a further 12 months.

50.3 The days which the Employee may attend work for keeping in touch purposes may only commence:

- (a) later than 14 days after the date of birth, or day of placement, of the relevant child, and then only if suggested or requested by the Employee; or
- (b) in any other circumstance, later than 42 days after the date of birth, or placement, of the child.

50.4 For the purposes of this clause 50, "**keeping in touch purposes**" include, but are not limited to:

- (a) participating in planning meetings;
- (b) performing on-the-job training; and

- (c) performing work to become familiar with the workplace or the Employee's role before returning to work.

51. Return to Work Guarantee following Parental Leave

- 51.1 On completion of a period of parental leave, an Employee will be entitled to return to the Employee's pre-parental leave position or, if that position no longer exists, an available position for which the Employee is qualified and suited nearest in status and pay to the pre-parental leave position.

52. Long Service Leave

- 52.1 Subject to clause 52.2, Employees are entitled to long service leave in accordance with the long service leave provisions included in the applicable State or Territory legislation.
- 52.2 The minimum period of long service leave that may be taken is seven calendar days.

53. Community Service Leave

- 53.1 Employees are entitled to community service leave in the following circumstances:
 - (a) during any period of jury service;
 - (b) where an Employee engages in voluntary emergency management activity; or
 - (c) for any other activity prescribed in the Fair Work Regulations as being applicable to community service leave.
- 53.2 Where Full Time Employees or Part Time Employees, including Fixed Term Employees, are on community service leave while on jury service, YMCA Canberra will pay the Employee the difference between payments received for the jury service and the Employee's base salary for the duration of the jury service.
- 53.3 All community service leave is unpaid except for:
 - (a) the payment for jury service in clause 53.2; and
 - (b) up to 5 days of paid leave each calendar year for Full Time Employees or Part Time Employees, including Fixed Term Employees, for voluntary emergency management activities as defined in clause 53.4.
- 53.4 For the purposes of this clause 53, an Employee engages in voluntary emergency management activity if:
 - (a) the Employee engages in an activity that involves dealing with an emergency or natural disaster;
 - (b) the Employee is engaged in the activity on a voluntary basis (whether or not the Employee directly or indirectly takes or agrees to take an honorarium, gratuity or similar payment wholly or partly for engaging in the activity);
 - (c) the Employee is a member of, or has a member like association with, a recognised emergency management body, as that term is defined in the Fair Work Act; and
 - (d) either:
 - (i) the Employee was requested by or on behalf of the body to engage in the activity; or
 - (ii) no such request was made, but it would be reasonable to expect that, if the circumstances had permitted the making of such a request, it is likely that such a request would have been made.

- 53.5 To be eligible for community service leave, the Employee must give YMCA Canberra notice of the absence:
- (a) as soon as possible, which may be after the community service leave starts, if it is not practicable to provide prior notice; and
 - (b) which includes the period or expected period of absence.
- 53.6 YMCA Canberra may request that an Employee who has given notice under clause 53.5, provides evidence that they're entitled to community service leave.

54. Leave for Blood Donations

- 54.1 Full Time Employees and Part Time Employees, including Fixed Term Employees, are entitled to up to two hours of paid leave for the purpose of donating the Employee's blood, up to four times in a calendar year.

55. Family and Domestic Violence Leave

- 55.1 For the purpose of this clause 55, family and domestic violence has the meaning as defined in the section 106B of the Fair Work Act, or any applicable State or Territory legislation as appropriate.
- 55.2 In addition to unpaid family and domestic violence leave in accordance with section 106B of the Fair Work Act, where an Employee has been experiencing family or domestic violence, the Employee is entitled to up to 10 days of paid family or domestic violence leave in a calendar year, including for the following purposes:
- (a) attending legal proceedings, counselling or appointments with a legal practitioner;
 - (b) relocation or making other safety arrangements;
 - (c) other activities directly associated with the family or domestic violence that are not subject to personal/carer's leave; or
 - (d) for personal illness or injury directly associated with the family or domestic violence where the Employee does not have any paid personal/carer's leave available.
- 55.3 Family and domestic violence leave:
- (a) is available to Employees in full at the start of each 12 month period of the Employee's employment, which for Fixed Term Employees and Casual Employees is deemed to be the start of the Employees first employment with YMCA Canberra;
 - (b) does not accumulate from year to year; and
 - (c) Casual Employees will be paid the amount they otherwise would have been paid for the time they were scheduled to work by YMCA Canberra on the day or days that the family and domestic violence leave occurs.
- 55.4 An Employee may take paid family and domestic violence leave as:
- (a) a single continuous five day period;
 - (b) separate periods of one or more days each; or
 - (c) any separate periods which YMCA Canberra and the Employee agree, including periods of less than one day.
- 55.5 An Employee may be required to provide evidence to YMCA Canberra that supports the Employee's need to take family and domestic violence leave, such as a document provided by the

police, a medical practitioner, a court, a legal practitioner or a family violence support service. A signed statutory declaration may also be provided as proof.

- 55.6 To be eligible for family and domestic violence leave, the Employee must give YMCA Canberra notice of the absence:
- (a) as soon as possible, which may be after the family and domestic violence leave starts, if it is not practicable to provide prior notice; and
 - (b) which includes the period or expected period of absence.
- 55.7 YMCA Canberra may request that an Employee who has given notice under clause 55.6, provides evidence that the family and domestic violence leave is taken in accordance with clause 55.2.
- 55.8 YMCA Canberra must take steps to ensure information about any notice of evidence provided by an Employee under this clause 55 is treated confidentially as far as is reasonable practicable, however YMCA Canberra may disclose any such information where:
- (a) required by law; or
 - (b) it is necessary to protect the life, health, or safety of the Employee or any other person.
- 55.9 For the avoidance of doubt, an Employee is not entitled to family and domestic violence leave if the Employee is the perpetrator of family and domestic violence.

56. Other Leave

- 56.1 YMCA Canberra, at its sole discretion, may approve paid or unpaid other leave for any reason considered by YMCA Canberra to be appropriate and subject to any conditions which may be set by YMCA Canberra.
- 56.2 Unpaid other leave may or may not count as service as determined by YMCA Canberra at its sole discretion.

57. Public Holidays

- 57.1 The following days will be treated as public holidays under this Agreement:
- (a) New Year's Day – 1 January;
 - (b) Australia Day – 26 January;
 - (c) Anzac Day – 25 April;
 - (d) Good Friday;
 - (e) Easter Monday;
 - (f) the Queen's birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory);
 - (g) Christmas Day – 25 December;
 - (h) Boxing Day – 26 December; and
 - (i) any other day declared to be a public holiday, including a substitute public holiday, by or under the law of the State or Territory where the Employee is usually scheduled to work.
- 57.2 Where a substitute public holiday is declared by or under a law of the State or Territory where the Employee is usually scheduled to work, that day will replace the public holiday that would otherwise apply.

- 57.3 For the avoidance of doubt, for the purpose of this clause 57 an Employee is entitled to a public holiday if they are ordinarily scheduled to work on a day where the public holidays falls in the relevant State or Territory.
- 57.4 YMCA Canberra may, at its sole discretion, agree:
- (a) to an Employee's request to arrange a public holiday swap, subject to any shut down period of YMCA Canberra, to enable the Employee to have paid time off on a day of cultural or religious importance to the Employee; and
 - (b) the Employee will work on an agreed nominated public holiday, subject to any shut down period of YMCA Canberra, and be paid as though that day is not a public holiday and will have another working day off with full pay.
- 57.5 An Employee who would normally have been required to work on the day on which a public holiday falls and who is not required to work, will be paid the same as if the Employee had worked on that day.

58. Unauthorised absences

- 58.1 Where an Employee is absent from duty without approval:
- (a) it will be regarded as a breach of the Code of Conduct and disciplinary action may be taken as a result of the breach;
 - (b) the absence will be without pay and will not count as service for any purpose; and
 - (c) all other benefits provided under this Agreement will cease to be available to the Employee until the Employee resumes duty or is granted leave.

PART G. REDUNDANCY

59. General

- 59.1 This PART G only applies to Full Time Employees and Part Time Employees who have completed their probationary period, but excludes Fixed Term Employees, Trainees, and Apprentices.
- 59.2 Subject to the provisions of this PART G, an Employee is entitled to redundancy pay where an Employee is terminated by YMCA Canberra because it no longer requires the job done by the Employee to be done by anyone, except where this is due to the ordinary and customary turnover of labour.

60. Redeployment

- 60.1 YMCA Canberra will make reasonable efforts to redeploy Employees whose position may be made redundant.
- 60.2 YMCA Canberra may redeploy an Employee to a position at a lower level where this is agreed by the Employee. Where this occurs, the Employee will be paid at their previous Base Rate of Pay for the period that is equivalent to the number of weeks of redundancy pay that they would have been entitled to if their position is made redundant.

61. Transfer of Employment

- 61.1 Where there is a transfer of employment in relation to an Employee and section 22(5) of the Fair Work Act applies to that transfer, the Employee is not entitled to any redundancy pay due to the termination of their employment by YMCA Canberra.

- 61.2 An Employee is not entitled to redundancy pay in relation to the termination of their employment if:
- (a) the Employee rejects an offer of employment by another employer (the second employer) that:
 - (i) is on terms and conditions substantially similar to, and, considered on an overall basis, no less favourable than, the Employee’s terms and conditions of employment with YMCA Canberra immediately before the termination; and
 - (ii) recognises the Employee’s service with YMCA Canberra; and
 - (b) had the Employee accepted the offer, there would have been a transfer of employment in relation to the Employee, subject to any order by the Fair Work Commission to pay the Employee redundancy pay where it is satisfied that the Employee was treated unfairly.

62. Redundancy Payments and Notice

- 62.1 Where an Employee is not able to be redeployed and the Employee is terminated on the grounds of redundancy, the Employee is entitled to the following redundancy payments:

Employee’s period of continuous service with the employer on termination	Redundancy pay period
Less than 1 year	Nil
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks
At least 5 years but less than 6 years	10 weeks
At least 6 years but less than 7 years	11 weeks
At least 7 years but less than 8 years	13 weeks
At least 8 years but less than 9 years	14 weeks
At least 9 years	16 weeks

- 62.2 An Employee whose position is made redundant will also be provided the notice of termination of employment required by clause 66 and may be paid in lieu of all or part of that notice.
- 62.3 YMCA Canberra will provide Employees made redundant with the following notice periods, which YMCA Canberra may pay in lieu for all or part of such period:
- (a) not more than one year’s service – one week;
 - (b) more than one year and not more than three years’ service – two weeks;
 - (c) more than three years and not more than five years’ service – three weeks; and
 - (d) more than 5 years’ service – four weeks’ notice,
- with the notice period to be increased by one week where the Employee is over 45 years of age and has at least two years of continuous service with YMCA Canberra.
- 62.4 An Employee is entitled to finish their employment with YMCA Canberra during the notice period. Where this occurs, the Employee will not be paid for the part of the notice period that was not worked, but their redundancy payments and other termination payments will be calculated as though the Employee worked for the entire notice period.

62.5 For the purposes of this clause, “weeks’ pay” means the Employee’s Base Rate of Pay.

63. Job Search Entitlement

63.1 Where YMCA Canberra provides an Employee with notice of termination on the grounds of redundancy, the Employee is entitled to up to one day paid leave for each week of the notice period for the purpose of seeking alternative employment.

63.2 YMCA Canberra may require the Employee to provide evidence of their job search activities on any paid leave under clause 63.1 and where the Employee does not provide such evidence, YMCA Canberra may withhold payment for that absence.

PART H. TERMINATION OF EMPLOYMENT

64. Termination for serious misconduct

64.1 Nothing in this Agreement prevents YMCA Canberra from terminating the employment of an Employee for serious misconduct, without notice or payment in lieu, in accordance with the Fair Work Act.

65. Termination payments

65.1 Within 7 days of an Employee ceasing employment with YMCA Canberra, the Employee will receive:

- (a) payment in lieu of unused annual leave entitlements and any long service leave entitlements as specified in the applicable legislation, based on the Employee’s final Base Rate of Pay including any allowances that would have continued to be payable during a period of annual leave or long service leave;
- (b) payment in lieu of notice in accordance with clause 66 if applicable; and
- (c) all other amounts that are due to the Employee under the NES.

65.2 The requirement to make payments in clause 65.1 is subject to a further order of the Fair Work Commission and YMCA Canberra making deductions required or permitted by law.

66. Notice of Termination

66.1 Clause 66 does not apply to Fixed Term Employees engaged for a specified time, or to complete a specified task, when their employment ceases at the end of such specified period or specified task.

66.2 YMCA Canberra will, subject to clause 64.1, provide Employees (excluding Casual Employees) with the following notice of termination of employment:

- (a) not more than one year’s service – one week;
- (b) more than one year and not more than three years’ service – two weeks;
- (c) more than three years and not more than five years’ service – three weeks; or
- (d) more than five years’ service – four weeks’ notice,

with the notice period to be increased by one week where the Employee is over 45 years of age and has at least two years of continuous service.

66.3 YMCA Canberra may pay the Employee in lieu of all or part of the notice period.

- 66.4 Employees (excluding Casual Employees) are required to provide the same notice of resignation as set out in clause 66.2, other than the additional week for Employees who are over 45 years of age.
- 66.5 If an Employee fails to give the required notice, YMCA Canberra will have the right to withhold monies due to the Employee with a maximum amount equal to the Employee's Base Rate of Pay for the required period of notice.

67. Job Search Entitlement

- 67.1 Where YMCA Canberra provides an Employee with a notice of termination, which for the avoidance of doubt excludes termination for serious misconduct, the Employee is entitled to up to one day paid leave for each week of the notice period in order to look for another job.
- 67.2 YMCA Canberra may require the Employee to provide evidence of their job search activities on any paid leave under clause 67.1 and where the Employee does not provide such evidence, YMCA Canberra may withhold payment for that absence.

APPENDIX 1 – PAY RATES

Non-casual base rates of pay

Level	As at 1 July 2019	Payable from the Commencement Date
	Hourly rate of pay	

Administrative Classifications

Administrative Level 1	\$22.43	\$22.88
Administrative Level 2	\$24.15	\$24.63
Administrative Level 3	\$26.19	\$26.71
Project Officer	\$42.76	\$43.62
Coordinator	\$31.15	\$31.77
Manager	\$37.85	\$38.01
Executive Manager	\$45.42	\$46.33

Hospitality Classifications

Guest Services Agent	\$20.82	\$21.24
Food and Beverage Attendant	\$20.05	\$20.45
Front Office Agent	\$20.82	\$21.97
Senior Hospitality Services Officer	\$21.55	\$21.98
Co-ordinator	\$26.19	\$26.71
Cook	\$21.55	\$21.98
Chef Level 1	\$24.13	\$24.61
Chef Level 2	\$24.76	\$25.26

Recreation Classifications

Level 1	\$20.05	\$20.45
Level 2	\$21.54	\$21.97
Level 3	\$22.70	\$23.15
Level 4	\$24.76	\$25.26
Level 5	\$25.87	\$26.39
Level 6	\$26.88	\$27.42
Professional Officer	\$33.89	\$34.57

Children's Services Classifications

Cook	\$22.69	\$23.14
Assistant Educator	\$21.41	\$21.84

Educator	\$24.22	\$24.70
Diploma qualified Educator	\$27.03	\$27.57
Lead Educators	\$29.13	\$29.71
Educational Leader	\$30.42	\$31.03
Centre Director	\$37.02	\$37.76
OHSC Coordinator	\$34.94	\$35.64
Quality Assurance Coordinator	\$48.35	\$49.32

Teachers

Step 1	\$25.98	\$26.50
Step 2	\$26.52	\$27.05
Step 3	\$27.23	\$27.77
Step 4	\$28.22	\$28.78
Step 5	\$29.20	\$29.78
Step 6	\$30.11	\$30.71
Step 7	\$31.04	\$31.66
Step 8	\$32.02	\$32.66
Step 9	\$33.01	\$33.67
Step 10	\$33.98	\$34.66
Step 11	\$34.96	\$35.66
Step 12	\$35.95	\$36.67

Youth Workers

Level 1	\$22.66	\$23.11
Level 2	\$24.73	\$25.22
Level 3	\$27.03	\$27.57
Level 4	\$29.87	\$29.87
Level 5	\$31.35	\$31.98
Level 6	\$33.48	\$34.15
Level 7	\$35.62	\$36.33
Level 8	\$37.75	\$38.51

APPENDIX 2 – CLASSIFICATIONS

Administrative Classifications

Administrative Level 1

An Employee at this level works in an administrative or support role. Work is routine in nature requiring an understanding of clear, straightforward rules or procedures and may be required to operate office equipment. Problems can usually be resolved by reference to established practices, procedures and instructions. Typical roles for this level include:

- reception;
- maintenance of basic records;
- filing, collating and photocopying; and
- recording, matching, checking and batching of accounts, invoices, orders, store requisitions, etc.

Administrative Level 2

Employees at this level require only general guidance or direction and there is scope for the exercise of limited initiative, discretion and judgement in carrying out their assigned duties. Typical roles for this level include:

- preparation of cash payment summaries, banking report and bank statements;
- calculate and maintain wage and salary records;
- apply purchasing and inventory control requirements;
- post journals to ledger;
- provide specialised advice and information on services;
- maintain computer based records management systems;
- use of advanced word processing/keyboard functions; and
- arrange travel bookings and itineraries.

Administrative Level 3

Employees at this level are subject to broad guidance or direction and report to more senior Employees as required. Employees are responsible and accountable for their own work and may have delegated responsibility for the work under their control or supervision, including scheduling workloads, resolving operations problems, monitoring the quality of work produced and counselling Employees for performance and work-related matters. Employees at this level often exercise initiative, discretion and judgement in the performance of their duties. Typical roles at this level include:

- preparation of financial reports;
- administration of salary and payroll requirements;
- supervision of a small team of Employees at Administrative Level 1 and 2;
- apply knowledge of YMCA Canberra's corporate objectives to the Employee's duties; and

- make recommendations on the strategic direction of the Employee's role.

Project Officer

A Project Officer is an Employee working on a defined project with specified objectives and outcomes. Work is non-routine in nature and generally involves design on the project methodology and preparation of detailed reports on the outcomes of the project. The nature of work involved at this level will often require tertiary level qualifications or equivalent experience.

Coordinator

A Coordinator is an Employee who has significant responsibility for the operation and performance of a particular discipline and should be able to work autonomously within specific guidelines. They will be required to provide support to senior staff members.

Manager

A Manager is an employee who has overall responsibility and accountability for the operation and performance of a particular area/department or discipline. They will also have responsibility for management of staff and their performance.

Executive Manager

An Executive Manager is an employee who has overall responsibility and accountability for the operation and performance of an entire business unit or is a specialist in a particular discipline and is responsible for the output of the application of that discipline. They will also have responsibility for management of staff and their performance.

Hospitality Classifications

Guest Services Agent

A Guest Services Agent is an Employee who is engaged in any of the following:

- servicing accommodation areas and cleaning such areas;
- transferring guests' baggage to and from rooms; and
- cleaning duties using specialised equipment and chemicals.

Food and Beverage Attendant

A Food and Beverage Attendant is an Employee who is engaged in any of the following:

- supplying, dispensing or mixing of liquor including the sale of liquor;
- undertaking general waiting duties of both food and beverage;
- provide service to customers;
- receipt of monies;
- picking up glasses;
- removing food plates;
- general cleaning duties within a kitchen or food preparation area and scullery, including the cleaning of cooking and general utensils used in a kitchen;
- assisting Employees who are cooking;
- assembling and preparing ingredients for cooking;

- general pantry duties;
- cleaning and tidying of associated areas; and
- setting and wiping down tables.

Front Office Agent

A Front Office Agent is an Employee who is mostly engaged in:

- reception and front of house functions; and
- straight forward administrative duties.

Senior Hospitality Services Officer

A Senior Hospitality Services Officer is an Employee who is required to:

- undertake any of a wide range of guest service and hospitality functions covered by the Guest Services Agent, Food and Beverage Attendant and Front Office Agent classifications; and
- organise the work and allocate tasks to other Employees working in the Guest Services Agent, Food and Beverage Attendant and Front Office Agent classifications.

Co-ordinator

A Co-ordinator is an Employee who has overall responsibility for a part of the operations of an accommodation or hospitality facility which may include the supervision of staff and some level of budget management.

Cook

Employees at this level carry out cooking of breakfasts and snacks, baking or pastry cooking and are not trade qualified.

Chef Level 1

Employees at this level are trade qualified as a demi chef or equivalent and are responsible for general or specialised cooking, baking or pastry cooking duties or supervising and training other cooks and kitchen Employees.

Chef Level 2

Employees at this level are trade qualified as a chef de partie or equivalent and are responsible for any of the following:

- general and specialised duties including supervision or training of other kitchen staff;
- ordering and stock control; and
- supervising other cooks and other kitchen Employees in a single kitchen establishment.

Recreation Classifications

Level 1

An Employee at this level works in a support role requiring limited training and responsibility. Typical roles for this level include:

- cleaning; and
- serving from a snack bar or meal counter.

Level 2

An Employee at this level works under general supervision and has defined areas of responsibility. Work generally requires judgment and may be required to supervise Level 1 Employees. Typical roles for this level include:

- customer service officer;
- member service officer;
- administration officer;
- supervision of children in a centre crèche;
- lifeguard;
- learn-to-swim instructor;
- unqualified referee or umpire; and
- coach of beginner swimmers or gymnasts or sailors.

A learn-to-swim instructor who is qualified to and regularly conducts classes for people with disabilities or private lessons will be classified at Level 3. For these purposes, “regularly conducts” means on a weekly basis.

Level 3

An Employee at this level must hold a Fitness Industry AQF Certificate III or equivalent qualification and be utilising the skills and knowledge derived from the qualification in his or her work or undertaking one of the following typical roles for this level:

- fitness instructor;
- personal trainer;
- learn-to-swim instructor qualified to and regularly conducting classes for babies and people with disabilities;
- wet deck supervisor;
- qualified referee or umpire;
- bronze level swimming coach;
- intermediate level gymnastics, swimming or sailing coach; and
- other type of coach with equivalent accreditation or experience to a bronze level swimming coach.

Level 4

An Employee at this level works under limited supervision and guidance and is expected to exercise initiative and judgement and to take individual responsibility for decisions made in relation to the Employee’s duties. Typical roles for this level include:

- swimming coach with higher than bronze level accreditation;
- gymnastics, swimming or sailing coach with higher than intermediate level accreditation;
- other type of coach with equivalent accreditation or experience to a silver level swimming coach or higher; and

- duty manager.

For the purposes of this classification, a duty manager is an Employee who is responsible for the centre in the absence of a more senior Employee. This does not include relief during normal breaks in work such as meal breaks.

Level 5

An Employee at this level is expected to be highly independent and have management responsibility for a part of the operations of a Centre. Typical roles at this level include:

- head coach;
- coordinators;
- team leaders; and
- assistant manager.

For the purposes of this classification level, a head coach is an Employee who is considered by YMCA Canberra to be an elite coach.

Level 6

An Employee at this level works as a centre manager or business area coordinator and has management responsibility for the overall operations of that centre or business area.

Professional Officer

A Professional Officer is an Employee who works independently as a health professional and is required to exercise judgement on routine matters. An Employee in this classification may be expected to contribute to the evaluation and analysis of guidelines, policies and procedures applicable to their clinical/professional work.

Children's Services Classifications

Cook

This is an Employee who is primarily engaged in the preparation of meals for children in early learning centres.

Assistant Educator

This is an Employee who has completed 12 months in Level 1, or a relevant AQF Certificate II, or in the opinion of the employer has sufficient knowledge and experience to perform the work within the scope of this level. An Employee at this level has limited knowledge and experience in children's services and is expected to take limited responsibility for their own work.

Educator

An Employee classified as an Educator is responsible for the care of a group of children in an Early Learning Centre or an Outside School Hours Care Program as well as the delivery of educational programs to the children. Employees classified as an educator are expected to hold an AQF Certificate III in Children's Services or equivalent.

Diploma Qualified Educator

An Employee classified as an Educator is responsible for the care of a group of children in an Early Learning Centre or an Outside School Hours Care Program as well as the delivery of educational

programs to the children. Employees classified as an educator are expected to hold an AQF Diploma in Children's Services or equivalent.

Lead Educator

An Employee classified as a Lead Educator is an Employee who has responsibility for the care of children and the delivery of educational programs in a room in an Early Learning Centre. Lead Educators are required to supervise Educators working in the room and to assist with the development of educational programs.

Educational Leader

An Educational Leader is a diploma qualified Educator with high level skills in curriculum development and mentoring and at least 5 years relevant experience. An Educational Leader assists the Director or Coordinator with the requirements of the Education and Care service.

OSHC Coordinator

An occupational health and safety coordinator has overall responsibility for the operation and performance of an Outside School Hours Care Program.

Centre Director

A Centre Director has overall responsibility for the operation and performance of an Early Learning Centre.

Teacher

A Teacher is an Employee who is a qualified teacher working in an Early Learning Centre. The following will be applied in determining the correct step for an Employee classified as a Teacher:

- the following count as service as a Teacher for the purpose of determining the correct step on commencement of employment with YMCA Canberra:
 - teaching service in preschools, kindergartens, multi-purpose centres, early intervention centres, long day care centres and similar services;
 - teaching experience of children from four to eight years (or in the infants' department) of a school registered or accredited under the relevant authority in each state or territory;
 - service as a lecturer in early childhood education or child development, as a child development officer or equivalent; and
 - service as a diploma qualified childcare worker, at the rate of one year for every three years of service up to a maximum of four years;
- following commencement Employees will progress according to normal years of service, subject to the below;
- service as a part-time or casual teacher will accrue on a pro rata basis;
- service in a school or centre that does not operate for at least 48 weeks per year will be calculated based on 200 days of teaching in a year;
- Employees may be required to provide evidence of experience;
- Employees who are three year trained will commence on step 1;
- Employees who are four year trained will commence on step 3;

- Employees who are five year trained will commence on step 4; and
- all other Employees will commence on step 1 and progress no further than step 5.

Youth Worker Classifications

Youth Worker Level 1

A Youth Worker Level 1 is a person employed to complete routine site duties and some client contact under direct or routine supervision.

Youth Worker Level 2

A Youth Worker Level 2 will exercise some initiative to engage in some administrative functions, as well as assisting with the development and implementation of support plans. They are required to hold an appropriate and relevant certificate or diploma, as well as some previous relevant experience.

Youth Worker Level 3

A Youth Worker Level 3 is expected to exercise initiative in the application of established procedures related to administrative recordkeeping, supervise some lower level Employees and undertake some responsibility in a specialised area. Workers at this level will require a relevant graduate degree of at least three years, an equivalent diploma with experience or relevant certificate with experience.

Youth Worker Level 4

A Youth Worker Level 4 are expected to contribute to the establishing of work procedures and supervise various work areas. Most tasks undertaken at this level will require specialised knowledge to be exercised under little supervision for the benefit of clients and staff. This level requires either an Employee to have completed:

- a relevant four year degree with one year relevant experience;
- a relevant three year degree with two years relevant experience;
- an associate diploma with relevant experience;
- a lesser formal qualifications with many years of relevant experience; or
- an equivalent level of expertise and experience attained through prior appointments, work or study.

Youth Worker Level 5

A Youth Worker Level 5 will work under general directions from senior Employees, however may be required to exercise initiative and judgement where practices are not clearly defined. Most tasks at this level will require the application of a high level of knowledge and skills gained through qualifications or previous experience. Employees at this level will exercise a high level of interpersonal skills and be able to plan, develop and operate a community service organisation of a moderately complex nature. Solutions to problems at this level can generally be found in documented processes. This level requires an Employee to:

- have sound discipline knowledge gained through experience;
- hold a relevant degree with relevant experience;
- work under general direction; and

- exercise a degree of autonomy.

Youth Worker Level 6

A Youth Worker Level 6 will operate under limited direction from senior Employees or management, utilising a range of function for which operational policies, practices and guidelines may need to be developed. Employees at this level will have scope to influence the operational activities and contribute to the management of the organisation. This level requires an Employee to:

- have specialist skills and/or supervision/management abilities;
- hold a relevant degree with substantial experience;
- work under limited direction from senior employees or Board;
- exercise a degree of autonomy;
- have specialist skills/management abilities; and
- have significant delegated authority.

Youth Worker Level 7

A Youth Worker Level 7 will operate under limited direction and exercise managerial responsibility for various functions as a specialist, a member of a specialised professional team or independently. Employees at this level will be involved in formation/establishment of programs and will have responsibility for decision-making and be required to exercise judgement and provide expert advice. At this level employees will be responsible for preparing budget submissions, establishing work area outcomes and reviewing operations to determine effectiveness. This level requires an Employee to:

- apply a high level of discipline knowledge;
- hold qualifications beyond tertiary education, typically to degree level and extensive experience;
- work under limited direction; and
- have significant delegated authority.

Youth Worker Level 8

A Youth Worker Level 8 is subject to broad direction from senior officers and will exercise managerial responsibility. Employees at this level will be involved in the initiation and formulation of extensive projects which impact the organisation's goals and objectives. Financial, specialised, technical, professional or administrative advice on policy matters may be a feature at this level. This level requires an Employee to:

- have detailed knowledge of statutory requirements;
- have substantial post graduate experience;
- have a high level of analytical skills to satisfy objectives; and
- undertake duties with little or no professional direction.

APPENDIX 3 – LINK TO AWARD CLASSIFICATIONS

Level	Modern Award	Modern Award Classification
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Administrative Classifications

Administrative Level 1	Clerks Private Sector Award	Level 1
Administrative Level 2	Clerks Private Sector Award	Level 3
Administrative Level 3	Clerks Private Sector Award	Level 5
Project Officer	No relevant Award	Not applicable
Coordinator	No relevant Award	Not applicable
Manager	No relevant Award	Not applicable
Executive Manager	No relevant Award	Not applicable

Hospitality Classifications

Guest Services Agent	Hospitality Industry (General) Award	Guest service grade 2
Food and Beverage Attendant	Hospitality Industry (General) Award	Food and Beverage Attendant Grade 1
Front Office Agent	Hospitality Industry (General) Award	Front Office Grade 2
Senior Hospitality Services Officer	Hospitality Industry (General) Award	Level 3
Co-ordinator	No relevant Award	Not applicable
Cook	Hospitality Industry (General) Award	Cook grade 2
Chef Level 1	Hospitality Industry (General) Award	Cook grade 4
Chef Level 2	Hospitality Industry (General) Award	Cook grade 5

Recreation Classifications

Level 1	Fitness Industry Award	Level 1 – 2
Level 2	Fitness Industry Award	Level 3
Level 3	Fitness Industry Award	Level 3A
Level 4	Fitness Industry Award	Level 4 - 4A
Level 5	Fitness Industry Award	Level 5 – 6
Level 6	Fitness Industry Award	Level 7
Professional Officer	Health Professionals and Support Services Award	Health Professional Level 2

Children's Services Classifications

Cook	Children's Services Award	Support Worker Level 2
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Assistant Educator	Children's Services Award	CSE Level 1 – 2
Educator	Children's Services Award	CSE Level 3.1 – 3.3
Diploma Qualified Educator	Children's Services Award	CSE Level 3.4
Lead Educators	Children's Services Award	CSE Level 4
Educational Leader	Children's Services Award	Level 5
Centre Director	Children's Services Award	Level 6
OHSC Coordinator	No relevant award	Not applicable
Teacher Steps 1 - 12	Educational Services (Teachers) Award	Levels 1 to 12

Youth Worker Classifications

Level 1	Social, Community, Home Care and Disability Services Industry Award	Social and community services employee level 1
Level 2	Social, Community, Home Care and Disability Services Industry Award	Social and community services employee level 2
Level 3	Social, Community, Home Care and Disability Services Industry Award	Social and community services employee level 3
Level 4	Social, Community, Home Care and Disability Services Industry Award	Social and community services employee level 4
Level 5	Social, Community, Home Care and Disability Services Industry Award	Social and community services employee level 5
Level 6	Social, Community, Home Care and Disability Services Industry Award	Social and community services employee level 6
Level 7	Social, Community, Home Care and Disability Services Industry Award	Social and community services employee level 7
Level 8	Social, Community, Home Care and Disability Services Industry Award	Social and community services employee level 8

APPENDIX 4 - SUPPORTED WAGE SYSTEM

1. General

- 1.1 This Appendix defines the conditions which will apply to Employees who because of the effects of a disability are eligible for a supported wage under the terms of this Agreement. In this Appendix, the following definitions will apply:
- (a) "*Supported Wage System*" means the Commonwealth Government System to promote employment for people who cannot work at full award wages because of a disability, as documented in the Supported Wage System Handbook;
 - (b) "*Approved Assessor*" means a person accredited by the management unit established by the Commonwealth under the Supported Wage System to perform assessments of an individual's productive capacity within the Supported Wage System;
 - (c) "*Assessment instrument*" means the tool provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System;
 - (d) "*Relevant minimum wage*" means the minimum wage prescribed in this Agreement for the class of work for which an Employee is engaged; and
 - (e) "*SWS wage assessment agreement*" – means the document in the form required by the Department of Education, Employment and Workplace Relations that records the Employee's productive capacity and agreed wage rate.

2. Eligibility criteria

- 2.1 Employees covered by this Appendix will be those who are unable to perform the range of duties to the competence level required within the class of work for which the Employee is engaged under this Agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a Disability Support Pension.
- 2.2 This Appendix does not apply to any existing Employee who has a claim against YMCA Canberra which is subject to the provisions of workers' compensation legislation or any provision of this Agreement relating to the rehabilitation of Employees who are injured in the course of their current employment.

3. Supported wage rates

- 3.1 Employees to whom this Appendix applies shall be paid the applicable percentage of the relevant minimum wage according to the following table:

Assessed capacity	Relevant minimum wage
Percentage	Percentage
10	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

- 3.2 Provided that the minimum amount payable must be not less than \$87 per week.
- 3.3 Where an Employee's assessed capacity is 10%, the Employee must receive a high degree of assistance and support.

4. Assessment of capacity

- 4.1 For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the Employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted YMCA Canberra and the Employee, and, if the Employee so desires, a union which the Employee is eligible to join.
- 4.2 All assessments made under this Appendix must be documented in an SWS wage assessment agreement, and retained by YMCA Canberra as a time and wages record in accordance with the Fair Work Act.

5. Lodgement of SWS wage assessment agreement

- 5.1 All SWS wage assessment agreements under the conditions of this Schedule, including the appropriate percentage of the relevant minimum wage to be paid to the Employee, must be lodged by YMCA Canberra with the Fair Work Commission.
- 5.2 All SWS wage assessment agreements must be agreed and signed by the Employee and YMCA Canberra parties to the assessment. Where a union which is covered by this Agreement is not a party to the assessment, the assessment will be referred by the Fair Work Commission to the union by certified mail and the agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.

6. Review of assessment

- 6.1 The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the Supported Wage System.

7. Other terms and conditions of employment

- 7.1 Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. Employees covered by the provisions of this Appendix will be entitled to the same terms and conditions of employment as other workers covered by this Agreement on a pro rata basis.

8. Workplace adjustment

- 8.1 Where YMCA Canberra employs a person under the provisions of this Appendix must take reasonable steps to make changes in the workplace to enhance the Employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other Employees in the area.

9. Trial period

- 9.1 In order for an adequate assessment of the Employee's capacity to be made, YMCA Canberra may employ a person under the provisions of this Appendix for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding 4 weeks) may be needed.
- 9.2 During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
- 9.3 The amount payable to the Employee during the trial period must be no less than \$87 per week.
- 9.4 Work trials should include induction or training as appropriate to the job being trialled.
- 9.5 Where YMCA Canberra and Employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause 4.1 of this appendix.

APPENDIX 5 – DEFINITIONS

Term	Definition
Annualised Employee	Means a full-time Employee paid on an annualised salary.
Apprentice	Means a person employed by YMCA Canberra in accordance with clause 19.
Base Rate of Pay	Means an Employee's salary, or hourly rate of pay as applicable, without overtime, penalties, or other allowances.
Broken Shift	Means a working shift where an Employee has more than a two hour break between shifts worked on the same day or within the one shift worked on a day.
Casual Employee	Means a person employed by YMCA Canberra in accordance with clause 16.1.
Chief Executive Officer	Means the person appointed as the Chief Executive Officer of YMCA Canberra, but excludes people temporarily acting in the role of Chief Executive Officer from time to time.
Children's Services Award	Means the <i>Children's Services Award 2010</i> .
Clerks – Private Sector Award	Means the <i>Clerks – Private Sector Award 2010</i> .
Code of Conduct	Means the YMCA Canberra Code of Conduct and other associated policies of YMCA Canberra from time to time.
Disability Support Pension	The Commonwealth pension scheme to provide income security for persons with a disability as provided under the <i>Social Security Act 1991</i> , as amended from time to time, or any successor to that scheme.
Early Learning Centre	Means early child care centres operated by YMCA Canberra for children aged between 0 and 5 years of age.
Educational Services (Teachers) Award	Means the <i>Educational Services (Teachers) Award 2010</i> .
Employee	Means an employee of YMCA Canberra who is covered by this Agreement as specified in clause 3.1 of this Agreement, and for the avoidance of doubt includes all Full Time Employees, Part Time Employees, Casual Employees, and Fixed Term Employees.
Fair Work Act	The <i>Fair Work Act 2009</i> and the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> , and their successors and any regulations associated with those Acts.
Fitness or Recreation Facility	Means fitness and recreation centres operated by YMCA Canberra.
Fitness Award	Means the <i>Fitness Industry Award 2010</i> .
Fixed Term Employee	Means a person employed by YMCA Canberra in accordance with clause 15.

Full Time Employee	Means a person employed by YMCA Canberra in accordance with clause 12.
Health Professionals and Support Services Award	Means the <i>Health Professionals and Support Services Award 2010</i> .
High Income Threshold	Has the same meaning as that term in the Fair Work Act.
Hospitality Award	Means the <i>Hospitality Industry Award 2010</i> .
Instructor	Includes fitness instructors, learn to swim instructors, referees and umpires.
Immediate Family	Means an Employee's Partner and a child, grandchild, parent, grandparent or sibling of the Employee or their Partner.
Household	A group of two or more related or unrelated people who usually reside in the same dwelling, who regard themselves as a household and who make common provision for food or other essentials for living.
Modern Award	Has the same meaning as in the Fair Work Act.
NES or National Employment Standards	Means the National Employment Standards as contained in clauses 59 to 131 of the Fair Work Act.
Ordinary Hours	Means the span of hours which Employees may work without payment of penalty rates as specified in clause 20.
Outside School Hours Care Program	Means the program operated by YMCA Canberra for the care of children outside of school hours.
Part Time Employee	Means a person employed by YMCA Canberra in accordance with clause 14.
Partner	The spouse (including a former spouse) of an Employee or a person who lives in a bona fide domestic relationship with the Employee and includes same sex relationships.
Shiftworker	In relation to an Employee, has the same meaning as "shiftworker" is defined in the relevant Modern Award.
Social, Community, Home Care and Disability Services Award	Means the <i>Social, Community, Home Care and Disability Services Award 2010</i> .
Trainee	Means a person employed by YMCA Canberra in accordance with clause 18.
Water Activities	Means any activity operated by YMCA Canberra where participants are in the vicinity of a body of water, including without limitation the Paddle Hub and Sailing programs operated by YMCA Canberra.

Health and Safety Representatives	Means Employees appointed by YMCA Canberra to represent the interests of the Employees in relation to health and safety in the workplace.
Working with Vulnerable People Registration	Means registration under the <i>Working with Vulnerable People (Background Checking) Act 2011</i> (ACT).
Working with Children Check	Means clearance under the <i>Child Protection (Working with Children) Act 2012</i> (NSW).
YMCA Canberra	The Young Men's Christian Association of Canberra Incorporated ABN 89 952 764 183.

SIGNATURE PAGE

YMCA Canberra

Signed for YMCA Canberra by ANDREW GEORGE O'NEIL

(full name of signatory)

Address of signatory 30 HEDLAND CIRCUIT
FLYNN ACT 2615

Position in YMCA Canberra FINANCE MANAGER

The basis on which the signatory is authorised to sign on behalf of YMCA Canberra:

APPOINTED REPRESENTATIVE

Signature: 

Date: 02/04/2020

Employee bargaining representative

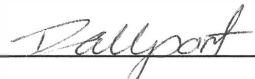
Dannielle Joye Yeadon-Alport

(full name of signatory)

Address of signatory _____

The basis on which the signatory is authorised to sign as a bargaining representative:

I am a bargaining representative

Signature: 

Date: 02/04/2020

IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2020/983 – YMCA Canberra Enterprise Agreement 2019

Applicant:

Young Men’s Christian Association of Canberra Inc (A0020)

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Andrew O’Neil, Finance Manager for Young Men’s Christian Association of Canberra Inc (A0020) (**YMCA Canberra**) give the following undertakings with respect to the YMCA Canberra Enterprise Agreement 2019 (**Agreement**):

I have the authority given to me by YMCA Canberra to provide these undertakings in relation to the application before the Fair Work Commission.

1. The below undertakings are subject to the minimum requirements of the National Employment Standards, and any individual flexibility arrangements between an employee and YMCA Canberra.
2. YMCA Canberra undertakes that for the purposes of the National Employment Standards a shift worker is a shift worker as defined in Appendix 5 of the Agreement.
3. For the purpose of Appendix 1 of the Agreement, relating to Pay Rates, YMCA Canberra undertakes to pay employees from the Commencement Date of the Agreement in accordance with the following table:

Non-casual base rates of pay

Level	New Hourly rate of pay under the Agreement applicable from 1 July 2019
Administrative Classifications	
Administrative Level 1	\$22.99
Administrative Level 2	\$24.63
Administrative Level 3	\$26.85
Project Officer	\$43.62
Coordinator	\$31.77
Manager	\$38.01
Executive Manager	\$46.33
Hospitality Classifications	
Guest Services Agent	\$21.34
Food and Beverage Attendant	\$20.56
Front Office Agent	\$22.08
Senior Hospitality Services Officer	\$22.08
Co-ordinator	\$26.71
Cook	\$22.08
Chef Level 1	\$24.72
Chef Level 2	\$25.39

Recreation Classifications	
Level 1	\$20.56
Level 2	\$22.08
Level 3	\$23.27
Level 4	\$25.39
Level 5	\$26.53
Level 6	\$27.55
Professional Officer	\$34.74
Children's Services Classifications	
Cook	\$23.14
Assistant Educator	\$21.96
Educator	\$24.83
Diploma qualified Educator	\$27.57
Lead Educators	\$29.71
Educational Leader	\$31.03
Centre Director	\$37.76
OHSC Coordinator	\$35.64
Quality Assurance Coordinator	\$49.32
Teachers	
Step 1	\$26.63
Step 2	\$27.18
Step 3	\$27.92
Step 4	\$28.93
Step 5	\$29.94
Step 6	\$30.87
Step 7	\$31.82
Step 8	\$32.82
Step 9	\$33.83
Step 10	\$34.83
Step 11	\$35.84
Step 12	\$36.85
Youth Workers	
Level 1	\$23.27
Level 2	\$30.09
Level 3	\$33.51
Level 4	\$38.63
Level 5	\$42.79
Level 6	\$46.62
Level 7	\$50.25
Level 8	\$54.30

4. Without limiting the effect of clause 30.5 of the Agreement, YMCA Canberra undertakes that for any time off in lieu (TOIL) accrued in accordance with clause 30.5 of the Agreement it will:

- (a) on termination of employment, pay out to an employee any outstanding amount of TOIL at the overtime rate applicable to the overtime when worked; and
 - (b) if requested by an employee at any time, pay the employee for any time off not taken as over time, in the next pay period following the request at the overtime rate applicable to the overtime when worked.
- 5. YMCA Canberra undertakes that notwithstanding clause 66.5 of the Agreement, if an employee fails to provide the notice required under clause 66.2 of the Agreement it will only have the right to withhold monies due to the employee to a maximum amount equal to the employee's applicable base rate of pay for one week.
- 6. In relation to employees covered by the Clerks Private Sector Award 2010 (**Clerks Award**), the Hospitality Industry (General) Award 2010 (**Hospitality Award**), or the Fitness Industry Award 2010 (**Fitness Award**), YMCA Canberra undertakes that:
 - (a) for the purpose of clauses 30.1(a) and (b) of the Agreement, an employee will be deemed to have worked overtime where they are directed to work a number of hours exceeding their total fortnightly hours, agreed or varied in accordance with clause 14 of the Agreement; and
 - (b) employees directed to work on a public holiday in the applicable State or Territory will be entitled to a minimum engagement of four hours.
- 7. In relation to employees covered by Educational Services (Teachers) Award 2010, or the Children's Services Award 2010 (**CS Award**), YMCA Canberra undertakes that for the purpose of clause 30.1(c) of the Agreement an employee will be deemed to have worked overtime where the employee has been directed to work in excess of 8 hours per day.
- 8. In relation part time employees covered by the Hospitality Award, YMCA Canberra undertakes that an employee is entitled to be engaged for at least eight hours per week or where YMCA Canberra operates a roster, at least an average of eight hours per week.
- 9. In relation to clause 16.2(a) of the Agreement, YMCA Canberra undertakes that this clause will only apply to employees that would otherwise be classified as a Level 2, 3, 3A, 4, or 4A employee under the Fitness Award, and will not be applied to engagements falling on a public holiday in the applicable State or Territory.
- 10. In relation to clause 36 of the Agreement, YMCA Canberra undertakes that employees covered by the:
 - (a) Clerks Award will be paid a higher rate where they are directed to perform a higher level role for more than one day consecutively, with such higher rate being at least the rate of the higher level role;
 - (b) Hospitality Award will be paid a higher rate for a shift where they are directed to perform a higher level role for more than two hours on one day, or if less than two hours, at the higher rate for that time, with such higher rate being at least the rate of the higher level role;
 - (c) Health Professionals and Support Services Award 2010 (Health Award) which would otherwise be classified as support services employee will be paid a higher rate for a shift where they are directed to perform a higher level role for more than two hours on one day, or if less than two hours, at the higher rate for that time, with such higher rate being at least the rate of the higher level role; and

- (d) Social, Community, Home Care and Disability Services Industry Award 2010 which would otherwise be classified as home care employee will be paid a higher rate for a shift where they are directed to perform a higher level role for more than two hours on one day, or if less than two hours, at the higher rate for that time, with such higher rate being at least the rate of the higher level role.
11. In relation to clause 17.4 and 17.5 of the Agreement YMCA Canberra undertakes that:
- (a) any reconciliation will be conducted in a timely manner and completed within 21 days; and
 - (b) any shortfall in the annualised salary that is revealed by a reconciliation must be paid to the employee within 7 days, along with interest calculated at 2% on a daily basis on the shortfall amount in compensation from the date of the shortfall in payment until the date payment is made.
12. In relation to the definition of OSHC Coordinator in Appendix 2 of the Agreement, YMCA Canberra undertakes that OSHC Coordinators will be employees that have responsibility for one of YMCA Canberra's non-stand alone Outside School Hours Care Program locations (**Location**), but not overall responsibility for the entirety of the YMCA Canberra Outside School Hours Care Program, with the following indicative duties:
- (a) co-ordinate and direct the activities of employees engaged in the implementation and evaluation of developmentally appropriate programs at the Location;
 - (b) contribute to the development of the programs policies;
 - (c) co-ordinate Location operations, including Occupational Health and Safety and program planning; and
 - (d) generally supervise other employees at the Location.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature

Andrew O'Neil

20 MAY 2020

Date