



THE Y GEELONG

Employee Agreement

2024

TABLE OF CONTENTS

PART 1- APPLICATION AND OPERATION OF AGREEMENT

2	AGREEMENT TITLE.....	5
3	COVERAGE, PARTIES AND PERSONS BOUND	5
4	COMMENCEMENT DATE AND PERIOD OF OPERATION.....	5
5	TERMS OF AGREEMENT.....	6
6	NATIONAL EMPLOYMENT STANDARDS.....	6
7	POSTING OF AGREEMENT	6
8	INDIVIDUAL FLEXIBILITY ARRANGEMENTS.....	6
9	DEFINITIONS	7

PART 2-BENEFITS

10	ACCESS TO PROGRAMS AND SERVICES	9
11	EMPLOYEE ASSISTANCE PROGRAM.....	9
12	TRAINING, PROFESSIONAL DEVELOPMENT & STAFF MEETINGS	9
13	TRAINING ENTITLEMENTS.....	10
14	SUPERANNUATION.....	11
15	ACCIDENT MAKE-UP PAY	11
16	UNIFORMS & PROTECTION CLOTHING	11

PART 3- TYPES OF EMPLOYMENT

17	CLASSIFICATIONS	12
18	POSITION DESCRIPTIONS	15
19	PROBATIONARY PERIODS	15
20	TRIAL PERIOD.....	15
21	DISPUTE RESOLUTION	16
22	CONSULTATION	16
23	ABANDONMENT OF EMPLOYMENT.....	17

PART 4- HOURS OF WORK, ROSTERS AND BREAKS

24	HOURS OF WORK	18
25	ACCRUED DAY OFF	18
26	SPAN OF ORDINARY HOURS & PENALTY RATES	19
27	MULTI-ROLE EMPLOYEES	20
28	FLEXIBLE WORKING HOURS.....	20
29	JOB SHARE	21
30	ROSTERS.....	21
31	SPLIT SHIFTS/BROKENS SHIFT	21
32	STAFF RATIOS.....	22
33	OVERTIME.....	22
34	MEAL BREAKS AND REST PERIODS	24
35	STANDBY/ONCALL, EMERGENCY WORK AND DISRUPTION	24
36	HIGHER DUTIES ALLOWANCE	26
37	MIXED FUNCTIONS.....	26

38	EXPENSE RELATED ALLOWANCE	26
39	RIGHT TO DISCONNECT & MAKE UP TIME	27

PART 5- WAGES

40	WAGES	28
41	TRAINEESHIP AND SUPPORTED WAGES SYSTEMS	28
42	PAYMENT OF SALARIES & ALLOWANCES	29
43	SALARY PACKING & DEDUCTIONS	29

PART 6- CLASSIFICATIONS

44	CLASSIFICATIONS	29
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PART 7- LEAVE ENTITLEMENTS

45	ANNUAL LEAVE & LEAVE LOADING	30
46	ANNUAL LEAVE EXCLUSIONS ON PUBLIC HOLIDAYS	30
47	TEMPORARY CLOSURES	30
48	END OF YEAR CLOSURES	31
49	PURCHASED LEAVE	31
50	PERSONAL/CARERS LEAVE & COMPASSIONATE LEAVE	32
51	PERSONAL CARERS LEAVE REQUIREMENTS	32
52	CARERS LEAVE	33
53	LONG SERVICE LEAVE	34
54	PARENTAL LEAVE	34
55	LEAVE WITHOUT PAY	35
56	FAMILY & DOMESTIC VIOLENCE LEAVE	35
57	COMMUNITY SERVICE LEAVE	36
58	PUBLIC HOLIDAYS	36
59	RELIGIOUS & CULTURAL LEAVE	38

PART 8- TERMINATION OF EMPLOYMENT & REDUNDANCY

60	TERMINATION OF EMPLOYMENT	38
61	STATEMENT OF EMPLOYMENT	39
62	ACCRUED TIME	39
63	TRANSMISSION OF BUSINESS	39
64	REDUNDANCY	40

PART 9- MISCELLANEOUS PROVISIONS

65	EXPIRY OF MINIMUM QUALIFICATIONS.....	42
66	CONFIDENTIALITY AND PROPERTY	42
67	CONFLICT OF INTEREST	43
68	CONDITIONS OF EMPLOYMENT	43
69	STAND DOWN CLAUSE	43
70	NO EXTRA CLAIMS	43
71	SCHEDULES.....	43
72	SCHEDULE A- CLASSIFICATION DEFINITIONS.....	44
73	SCHEDULE B- WAGE RATES – APRIL 2024.....	49
74	SCHEDULE B- WAGE RATES – OCTOBER 2024.....	51
75	SCHEDULE B- WAGE RATES – JULY 2025	53
76	SCHEDULE B- WAGE RATES – JULY 2026	55
77	SCHEDULE C- ALLOWANCE TABLE.....	57
	SCHEDULE D- MISCELLANEOUS AWARD [MA000104]- SUPPORTED WAGE SCHEME	
	SCHEDULE E- MISCELLANEOUS AWARD [MA1000104] - NATIONAL TRAINING RATES	

PART 1 APPLICATION AND OPERATION OF AGREEMENT

2. AGREEMENT TITLE

This Agreement will be known as the YMCA Geelong Enterprise Agreement 2024 (hereinafter referred to as “Agreement”).

3. COVERAGE, PARTIES AND PERSONS BOUND

This Agreement is made between, and is binding upon:

- The Young Men’s Christian Association of Geelong Inc, ABN 29 064 925 688, (“the Y”); and other associated entities
- All employees whose positions are classified under the classification structure in this Agreement and who are employed by the Y. This Agreement excludes Managers or Executives.
- This Agreement applies to and is binding upon Employees whose positions are classified under the classification structure in this Agreement and who are employed by the Employer, other than employees in Executive roles or Management roles not classified in the Agreement.

4. COMMENCEMENT DATE AND PERIOD OF OPERATION

- 4.1 This Agreement will operate from 22nd April 2024, or seven days after the agreement is approved by the Fair Work Commission, whichever is later in time, and will have a nominal expiry date of 21st April 2027.

5. TERMS OF AGREEMENT

- 5.1 This Agreement overrides and replaces all letters of appointment, employment agreements, oral understandings or arrangements, and any other contractual obligations and entitlements that may have been previously created in respect of the Employee's employment relationship with the Y prior to the operation of this Agreement. It also overrides and replaces the YMCA Staff Collective Agreement 2008.
- 5.2 Where an employment relationship with the Y existed immediately prior to the coming into operation of this Agreement, this Agreement does not affect the continuity of such employment nor any benefits and entitlements, with such accrued benefits and entitlements being preserved.
- 5.3 This Agreement will operate to the total exclusion of any Awards, which may govern or relate to the Employee's employment and any other Award amending, varying or replacing any of those Awards.

6. NATIONAL EMPLOYMENT STANDARDS

This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

The NES can be accessed via the following link

<https://www.fairwork.gov.au/employment-conditions/national-employmentstandards> and are referred to throughout this Agreement.

7. POSTING OF AGREEMENT

A copy of this Agreement will:

- i. be accessible in workplaces (staff rooms, offices) of all premises to which it applies;
- ii. be located on the internal Employee Human Resource Information System (HRIS) Portal. ;
- iii. be made available to all staff upon commencement of employment electronically via HRIS platform ;
- iv. be made available in alternate format for Employees with special needs, where requested.

8. INDIVIDUAL FLEXIBILITY ARRANGEMENTS

Employees may request flexibility arrangements in accordance with the NES.

- 8.1 The Y and an Employee may agree to make an individual flexible work arrangement to vary the effect of terms of the Agreement as per the National Employment Standards.

Model flexibility Term

8.2.1 An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

- (a) the 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;
 - (v) leave loading; and

- (b) the arrangement meets the genuine needs of the employer and employee in relation to one or more of the matters mentioned in paragraph (a); and (c) the arrangement is genuinely agreed to by the employer and employee.
- (2) The employer must ensure that the terms of the individual flexibility arrangement:
 - (a) are about permitted matters under section 172 of the Fair Work Act 2009; and
 - (b) are not unlawful terms under section 194 of the Fair Work Act 2009; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- (3) The employer must ensure that the individual flexibility arrangement:
 - (a) is in writing; and
 - (b) includes the name of the employer and employee; and
 - (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (d) includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (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.
- (4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (5) The employer or 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 the employer and employee agree in writing — at any time.

9. DEFINITIONS

9.1 The following definitions apply to this Agreement

- 9.1.1 **Accrued Day Off-** means the day which an Employee takes off as part of the twenty-day roster cycle if the Employee is working under the “Full Time - Accrued Day Off System” in clause 25.
- 9.1.2 **Act-** means Fair Work Act 2009 (Cwlth).
- 9.1.3 **FWC-** means the Fair Work Commission
- 9.1.4 **Base rate of pay-** means the Employee’s hourly rate of pay for the classification of work performed by the Employee, as set out in the Schedule B- Wage Rates Table of this Agreement, and is exclusive of any loadings or penalties. If the Employee is receiving salary amounts in excess of those prescribed (that is, receiving over- Agreement payments), this rate, exclusive of any loadings or penalties, will form their base rate of pay until such time as the Agreement rate applies.
- 9.1.5 **Continuous Service**
 - 9.1.5(a) In calculating continuous service, the only absences counted as time worked are the following:
 - (i) paid personal / carer’s leave;
 - (ii) long service leave that an Employee takes in accordance with the relevant Long Service Leave Act legislation;
 - (iii) paid annual leave;
 - (iv) any absence which an Employee receives or is entitled to receive workers compensation pursuant to an Act of Parliament, but not to any period exceeding 26 weeks in any year of employment;
 - 9.1.5(b) The following events do not break an Employee’s continuous service but will not count as service for the purposes of determining an Employee’s entitlement to a period of parental leave:
 - (i) unpaid personal / carer’s leave
 - (ii) leave as the result of an accident;
 - (iii) any absence which an Employee receives or is entitled to receive workers compensation (except for the 26 week period referred to in paragraph 9.1.5(a)(iv) above);
 - (iv) leave lawfully granted by the Y;

[RETURN TO CONTENT PAGE](#)

- (v) absence for a reasonable cause (the Employee must prove that the leave was reasonable);
 - (vi) parental leave; and
 - (vii) any break in work arising out of the application of the School-Term Based Employees clause.
- 9.1.5(c) Where an Employee is temporarily stood down through no fault of their own,
- 9.1.5(d) Any other absence from work does not break continuity of service unless the Y notifies the Employee within fourteen days of the Employee returning to work after the absence. The Y must tell the Employee in writing. Provided that if an individual Employee is absent, The Y must tell that Employee by:
- (i) giving the notice to them personally; or
 - (ii) posting the notice to their last known email address.
- 9.1.5(e) It will not break an Employee's continuous service if the Y breaks or ends the Employee's service in order to avoid the Y's obligations in respect of leave.
- 9.1.6 **Family Violence**-means family violence as defined in the Act.
- 9.1.7 **Immediate family** includes:
- 9.1.7(a) Partner (including a former partner, a de facto partner and a former de factor partner) of the Employee. A de facto partner means a person who resides in the same dwelling with the Employee although not legally married as defined in the Act: and
- 9.1.7(b) Child or adult child (including an adopted child, a foster child, a step child or an ex-nuptial child), parent, grandparent, grand child or sibling of the Employee or partner of the Employee.
- 9.1.8 **Inclusion**- means Employees employed in Inclusion (disability) positions, which would otherwise be covered by the Social, Community, Home Care and Disability Services Industry Award 2010
- 9.1.9 **Qualification** - means a formal recognition of a competencies achieved through a course or training) as specified by the Y.
- 9.1.10 **Certification**- means requirement of the employee to provide documentation that enables the Y to on board and maintain employees credentials as validated employee as determined by the Y.
- 9.1.11 **Rostered Day Off**- means a day on which the Employee is not required to work.
- 9.1.12 **Social and Community Services Sector**- means social work, welfare work, youth work or community development work, including organisations which primarily engage in policy, advocacy or representation on behalf of organisations carrying out such work and the provision of youth & disability services including the provision of personal care and domestic and lifestyle support to a person with a disability in a community and/or residential setting including respite centre and day services, and not including work performed in a school environment.
- 9.1.13 **National Employment Standards**- means the National Employment Standards ("NES") as contained in the Act.
Training Session- means a period of teaching, education, instruction or professional development.
- 9.1.14 **The Y** - means the Young Men's Christian Association of Geelong Inc.
- 9.1.15 **Y Workplace**- means any site, establishment, venue or location where the Y provides services, conducts programs, or as otherwise operates.
- 9.1.16 **Rostered Shift** -means rostered hours in which an employee is required to attend the workplace to perform specified duties for a specified role. Rostered shifts vary from employee to employee and shifts are defined by the job type and classification. A shift at one classification is different to a shift in another classification and referred by letters of appointment as independent roles.

- 9.1.17 **Commission-** means Fair Work Commission
- 9.1.18 **Mutual Agreement-** means an agreement or a condition that is reciprocal or agreed upon by both parties. It means that the Employee and the Y management representative have consented to the same terms, obligations, or conditions, and that the agreement is binding on both parties involved. For clarity of this definition, where an employee has agreed via sms, email or roster the employee directly accepts to work the shift.
- 9.1.19 **Stapled Superannuation-** means an existing superannuation account that is “linked or stapled” to an individual employee so it follows them as the change jobs.
- 9.1.20 **Accident Pay-** means a weekly payment of an amount being the difference between the weekly amount of compensation paid to the Employee pursuant to the relevant Accident Compensation legislation (reduced by any payment received by the Employee for current weekly earnings over 12months where relevant) and the Employee’s pre-injury average weekly earnings (PIAWE) pursuant to the provisions of the relevant Accident Compensation legislation.
Location (s) of work- means the documented work place (s) in which an employee will be required to work for the Y as outlined in the Letter of Appointment.
- 9.1.21 **Home base –** means the location of the work that is consider the starting point for the work to commence. Ie: first location of the a roster shift
- 9.1.22 **Ordinary hours –** means registered agreements set out the:
- maximum ordinary hours that can be worked in a day, week, fortnight or month
 - minimum ordinary hours that can be worked in a day
 - times of the day that ordinary hours can be worked (for example, between 7am and 7pm).
- Ordinary hours can be different for full-time, part-time and casual employees.

PART 2- BENEFITS

10. ACCESS TO PROGRAMS AND FACILITIES

- 10.1 Subject to the exclusions and constraints as advised by the Y from time to time. Employees will be entitled to access YMCA programs and facilities at Y Geelong locations at a discounted rate, or Workplace without charge. Refer to the Staff and Volunteer Handbook for the details of the program and services that can be accessed and discounts that may apply. (The Y Geelong Staff and Volunteer Handbook does not form part of this agreement)

11. EMPLOYEE ASSISTANCE PROGRAM

- 11.1 The Y will provide its Employees and members of their immediate family with access confidential, professional counselling services to assist with work or personal issues through the Employee Assistance Program (EAP). Details of the EAP are available in the Staff and Volunteer Handbook issued to employees on employment and updated from time to time.

12. TRAINING, PROFESSIONAL DEVELOPMENT AND STAFF MEETINGS

12.1 General

12.1.1 The parties recognise that the achievement of increased efficiency, productivity and competitiveness for the Y requires that Employees are effectively utilising the training provided to them.

12.1.2 It is in the interests of the both parties that they identify and undertake training specifically aimed at professional development and upskilling throughout careers at the Y.

12.1.3 The Y may mandate or require Employees to complete training, which is specific to their role, and/or required under external regulatory obligations.

12.2 Performance Development Reviews (PDR)

All permanent employees will be expected to participate in a PDR, conducted annually, which will:

- Recognise and acknowledge work achievements.
- Discuss employee engagement levels and wellbeing.
- Identify professional development needs.
- Set performance objectives and work plan for the coming year, and
- Consider the employees progression

An annual PDR will be provided to a casual employee on their request or at the discretion of the Y

Manager, to be conducted at a mutually convenient time. More frequent PDR's may occur at the discretion of the Y Management.

13. TRAINING ENTITLEMENTS

13.1.1 Subject to the conditions of this clause, full-time employees will be entitled up to five (5) paid training days per year.

13.1.2 Part-time employees will be entitled to the same training opportunities as full-time employees but on a pro rata basis.

Training may be offered through consultation between the Employee and their supervisor and must be approved by the Y Manager.

13.1.3 For permanent employees, where training is determined as mandatory as per the position description (ie: First Aid and CPR), the Y will meet the full cost of attendance at training courses (ie. Period attended according to course length and course cost) subject to Management approval.

13.1.4 For casual employees, where training is determined as mandatory, the Y will meet the full cost of attendance at training courses (ie. Period of time attendance according to course length and course cost). This excludes an Employee's attendance at a course to obtain or update a minimum qualifications or certifications, which remains the responsibility of the Employee.

13.1.5 For all Employees, where training is not determined as mandatory by the Y may nevertheless in its discretion contribute to the cost of attendance at training courses or contribute to the course cost.

13.2 Staff Meetings

13.2.1(a) Staff meetings are required shifts of work and as such are rostered.

13.2.1(b) (i) Permanent employees will be paid their base rate of pay for attendance.

(ii) Where a permanent employee is employed in multiple positions across more than one sector of the business (Recreation sector -Camping and Recreation or Children's Services sector or Y Band or Youth Services), they will be paid at their lowest base rate of pay from the relevant business sector of a relevant position in which the meeting has been called.

13.2.1(c) Casual employees will be paid their base rate of pay plus the relevant casual loading where such attendance is required.

13.2.1(d) Where a casual employee is employed in multiple positions in the relevant sector of the business Recreation sector -(Recreation sector -Camping and Recreation or Children's Services sector or Y Band or Youth Services), they will be paid at their lowest base rate of pay from the relevant business sector, plus the relevant casual loading for Casual Employees, of a relevant position.

13.2.1(e) However, where an employee was rostered to work during the period of a mandatory meeting, for their attendance at the meeting the employee will receive their hourly pay rate for that rostered shift to attend.

13.3 Workshops/ Training/ Professional Development

13.3.1(a) the Y will conduct a range of workshops/training/professional development for its employees to assist employees gain their continuing education certification. For the clarity of this clause; where the Y hosts workshops/ training/ professional development for its employees and there is no obligation for the employee to attend this will not be deemed a paid session.

14. SUPERANNUATION

- 14.1 The Y will meet its obligation to pay superannuation under the Superannuation Guarantee (Administration) Act 1992 and related legislation and set out in the National Employment Standards (NES) <https://www.fairwork.gov.au/pay-and-wages/tax-and-superannuation>
- 14.2 All eligible Employees may elect to have their superannuation paid into a complying Superannuation Fund of their choice.
- 14.3 If an eligible Employee does not nominate a complying Superannuation Fund upon commencement of employment, the Y will request any 'stapled' superannuation details for the Employee from the Australian Taxation Office ("ATO"). If the ATO, the HOSTPLUS Superannuation Fund, or such other complying provides no 'stapled' fund details fund that the Y determines from time to time, will be the default fund to which contributions are made.
- 14.4 The Employee's "ordinary time earnings" and the Y's superannuation guarantee charge liability will not be reduced or affected by any effective Salary Sacrifice for Superannuation arrangement entered into by the Employee and accepted by the Y.

15. WORKCOVER (ACCIDENT MAKE-UP PAY)

- 15.1 The Y will pay an Employee accident make up pay where the Employee receives an injury or illness for which weekly payments of compensation are payable by or on behalf of the Y pursuant to the provisions of the relevant Workplace Relations Act 1996 .
- 15.2 The Y will pay accident pay during the incapacity of the Employee within the meaning of the relevant Workplace Relations Act 1996 until the incapacity ceases, or for a total of 26 weeks whether the incapacity is in one continuous period or not, whichever event first occurs. The liability of the Y to pay accident pay in accordance with this clause will arise as at the date of injury.
- 15.3 In the event that the Employee receives, a lump sum or redemption of weekly payments under the relevant Accident Compensation legislation the liability of the Y to pay accident pay will cease from the date a lump sum or redemption is paid.
- 15.4 Notwithstanding the provisions of this clause:
the liability to pay accident make-up pay to casual Employees, tenured or temporary Employees, or Employees who retire, will cease at the expiration of such engagement or 26 weeks whichever is the lesser period; where an Employee had given notice of their intention to retire and is injured prior to the notified date of retirement, the liability to pay accident make-up pay will cease at the date on which the Employee was due to retire or 26 weeks whichever is the lesser period.

16. UNIFORMS / PROTECTIVE CLOTHING

- 16.1 All Employees will be required to dress in a manner and meet a dress code, outlined in the Y Geelong Uniform Policy, which does not form part of this agreement.

PART 3- TYPES OF EMPLOYMENT AND CLASSIFICATIONS

17. CLASSIFICATIONS

The classification structure and definitions for this Agreement are set out in Schedule A—Classification Definitions.

17.1.1 The Y must advise the employee in writing of their classification:

- (a) on commencement of employment; and
- (b) on any subsequent changes to their classification.

TYPES OF EMPLOYMENT

17.2.1 At the time of engagement the Y will inform each Employee of the terms and conditions of their engagement and, in particular, in which category they will be employed. Employees under this Agreement will be employed in one of the following categories:

- (a) a full-time Employee; or
- (b) a part-time Employee; or
- (c) a casual Employee; or
- (d) a sessional Employee; or
- (e) a fixed term Employee; or
- (f) a school term-based Employee;

An Employee may be offered and accept employment in multiple categories, in which case, all Engagements will be separately documented in a Letter of Appointment (LOA) for each individual position.

Full-time Employee

17.3.1 A full-time Employee is an Employee who is engaged to work an average of 38 hours per week, in accordance with the Hours of Work clause of this Agreement. Full time employee's fortnightly hours of 76 hours can be averaged over a 2- week work cycle.

Part-time Employee

17.3.2 A part-time Employee is an Employee who does not meet the definition of a full- time Employee and who is engaged to work for less than full-time 38 hours per week, in accordance with the Hours of Work clause of this Agreement.

17.3.3 A part-time Employee will be engaged for an agreed minimum number of hours of work per day or week, or an agreed minimum number of hours averaged over a 2- week work cycle.

17.3.3(i) At the time of engagement, or when working hours or days are altered by agreement the Y and the part-time employee will agree in writing either

the Letter of Appointment/ Contract Variation Letter or Individual Flexible Work Arrangement Letter on a regular pattern of work, specifying at least:

- the hours worked each day;
 - which days of the week the employee will work; and
 - the actual starting and finishing times each day.
- (ii) Changes in the days to be worked or start/finish times need to be updated by one the above documents to record the updated employment status.
 - (iii) The Y is not required to provide seven (7) days' notice if change of the days an employee is to work where the Y makes change because of an emergency outside the Y's control.
 - (iv) For this purpose for clause emergency means:
 - A situation or event that poses an imminent or severe risk to the persons at the workplace (ie: building damage, staff illness resulting in skilled shortage

[RETURN TO CONTENT PAGE](#)

- (v) An employer is required to roster a part-time employee for a minimum of hours on a shift or a minimum hours Refer to table 17.3.4, exclusive of meal breaks, on a broken shift Refer to Clause 31.
- (vi) All time worked in excess of the hours as agreed under clause 17.3.2 or varied under clause 17.3.2 will be overtime and paid for at the rates prescribed in clause 33—Overtime.
- (vii) The minimum hours of work of a part-time Employee clause 17.3.4 must be paid for ordinary hours worked at the minimum hourly rate prescribed in—Minimum Rates for the work performed.

17.3.4 Minimum hours may be varied by mutual agreement in advance between the Y and the Employee in accordance with the individual flexible work arrangement Clause 8 and will not attract overtime.

17.3.4 (i) Minimum Roster Hours Table

Minimum Roster Hours	Camping Sport & Recreation	Children's Service	Clerical Administration (Corporate Services)	Youth Services
Casual	3hrs	2hrs	3 hrs	3hrs
Part time	3hrs	2hrs	3 hrs	3hrs
Minimum engagement for Camping and Recreation Classifications CR 1.1, CR 1.2, CR 2.1, CR 2.2, CR3.1, CR 4.1,CR 5.2	1hr			

17.3.5 Except where otherwise specified, a part-time Employee is entitled to the benefits of this Agreement on a pro rata basis.

17.4 Casual Employee

17.4.1 General

17.4.1(a) On each occasion a casual Employee is defined by the Act and is required to attend for work such Employee will be paid and will attend the workplace the for minimum hours as per 17.3.4 (i) Minimum Roster Hours Table.

17.4.1(b) The provisions of the following clauses within this Agreement will have no application to a casual Employee:

- Annual Leave and Leave Loading
- Personal Leave (apart from unpaid Carer's Leave)
- Donor Leave
- Leave Without Pay
- Termination of Employment
- Redundancy

17.4.1(c) Where the Y is awaiting the outcome of a tender proposal for existing work, casual Employees may be hired in lieu of permanent staff to enable redeployment opportunities, where necessary.

17.4.1(d) Notwithstanding anything to the contrary appearing elsewhere in this Agreement, the services of a casual Employee may be terminated for a shift by 1 hours' notice on either side or by the payment or forfeiture of 1 hour's wages as the case may be.

17.5 Casual Conversion

17.5.1(a) Casual conversion will be in accordance with the NES. <https://www.fairwork.gov.au/starting-employment/types-of-employees/casual-employees/becoming-a-permanent-employee>

17.6 Casual Loading

17.6 (a) All casual Employees, will be paid for ordinary hours worked at the rate prescribed for the class of work performed, plus a casual loading outlined in 17.5.2(b).

17.6.2(b) Casual Loading Table

	Camping and Recreation	Children's Service	Youth Services	Inclusion	Clerical Corporate Services
Casual loading	25%	25%	25%	25%	25%
Casual loading & Penalty Sat-Sunday	30%				

17.7 Sessional Employee

17.7.1 A sessional Employee is an Employee engaged to meet sessional program requirements or to meet unexpected sessional program demands, and be engaged a casual basis.

17.7.2 Programs categorised as sessional programs are listed within the classification and salary scales. Additional programs may be identified as "sessional" during the life of this agreement.

17.7.3 On each occasion a sessional Employee is required to attend for work such Employee will be paid a minimum of one (1) hour unless mutually agreed.

17.7.4 A sessional Employee will be given a minimum of 24 hours' notice of any cancelled sessions or receive payment for such sessions.

17.6.5 All conditions of employment, accepting those as listed within this clause or specifically noted elsewhere in this Agreement, will be equivalent to the basis of engagement, that is, part-time or casual.

17.8 Fixed Term Employee

17.8.1 Fixed term contract employees are employed on a contract that terminates at the end of a set period. Employees will be provided a Fixed Term Contract Information Statement (FTCIS)

<https://www.fairwork.gov.au/starting-employment/types-of-employees/fixed-term-contract-employees>

17.8.2 The provisions of clause referring to redundancy will have no application to a Fixed Term Contract Employee.

17.8.3 All conditions of employment, excepting those as listed within this clause or specifically noted elsewhere in this Agreement, will be equivalent to the basis of engagement, that is, full-time or part-time.

17.9 School Term-Based Employee

17.9.1 Individual Flexible work arrangements to accommodate a school term-based Employee is an Employee who is engaged on either a full-time or part-time basis to work predominantly in connection with programs based on school terms (for example, term based sport and recreation activities, schools).

During the period in which the relevant program is not being conducted, the agreed minimum number of hours of work per week for the Employee will not apply, and the Y may offer and the Employee may accept work in a different role.

17.9.2 If work in a different role is not offered, or not accepted by the Employee, and the Employee is not taking annual leave during the period in which the relevant program is not being run, then the Employee will be deemed to be on leave without pay.

17.9.3 All conditions of employment, excepting those as listed within this clause or specifically noted elsewhere in this Agreement, will be equivalent to the basis of engagement, that is, full-time or part-time.

18. POSITION DESCRIPTIONS

18.1.1 The Y will provide each Employee with a position description, which outlines;

- Position title and grade
- requirements of the job
- skills, knowledge, experience, qualifications and/or training, responsibilities, accountability of the position.

18.1.2 Updates to a position description can occur because of legislative, regulatory, organisational policy or as part of a Professional Development Review process.

19. PROBATIONARY PERIOD

19.1 All Employees will be subject to a probationary period of six (6) months upon commencement of employment.

19.2 The probationary period will be notified to an Employee at commencement of employment.

19.3 During the probationary period, the Y will review the Employee's employment and will confirm the continuing employment of the Employee; or will terminate employment.

19.4 The Y or the Employee may terminate the employment during the probationary period by giving the other party 1 weeks' notice.

20. TRIAL PERIOD

20.1 Where an Employee commences in a new position at another Y Workplace, or commences a new position at the same workplace, there may be subject to a three (3) month trial period. Where the Employee is not successful in this new position, the Employee may revert to the former position or to a suitable alternative position.

20.2 The trial period will be notified to an Employee before commencement of employment.

21. DISPUTE RESOLUTION

21.1.1 If a dispute relates to:

- (a) a matter arising under the agreement; or
- (b) the National Employment Standards; this term sets out procedures to settle the dispute.

21.1.2 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.

21.1.3 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 relevant supervisors and/or management.

21.1.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.

21.1.5 The Fair Work Commission may deal with the dispute in 2 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.

Note: If Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.

A decision that Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

21.1.6 While the parties are trying to resolve the dispute using the procedures in this term:

- (a) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
- (b) an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
 - (i) the work is not safe; or
 - (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
 - (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.

21.1.7 The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term.

22. CONSULTATION

22.1 Consultation regarding Major Workplace Change

22.1.1 The Y to Notify

22.1.1(a) Where the Y has made a definite decision to make changes that are likely to have significant effects on Employees, the Y will notify the Employees who may be affected by the changes (the relevant Employees) and, at the Employee's request, the Employee's representatives.

22.1.1(b) In this clause, changes that are likely to have 'significant effects on Employees' include changes that result in termination of employment, major changes in the composition, operation or size of the Y's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of Employees to other work or locations and the restructuring of jobs.

22.2 The Y to discuss change

22.2.1(a) The Y will discuss with the relevant Employees affected and, at an Employee's request, the Employee's representatives;

- i. the introduction of the changes referred to in sub-clause 22.1;
- ii. the effects the changes are likely to have on Employees; and
- iii. measures the Y is taking to avert or mitigate the adverse effects of such changes on the relevant Employees.

22.2.1(b) The Y must give prompt consideration to matters raised by the relevant Employees and/or their representatives in relation to the changes.

22.2.2(c) The discussions must commence as early as practicable.

22.2.2(d) For the purposes of such discussions, the Y will provide in writing to the relevant Employees and, at the Employee's request, to the Employee's representative:

- i. all relevant information about the changes including the nature of the changes proposed;
- ii. the expected effects of the changes on the relevant Employees; and
- iii. any other matters likely to affect the relevant Employees.

However, the Y is not required to disclose confidential or commercially sensitive information.

22.2.3 Consultation regarding a change to regular roster or ordinary hours of work

The Y to Notify

22.2.3 (a) Where the Y proposes to introduce a change to the regular roster or ordinary hours of work of Employees, the Y will notify the relevant Employees and, at the Employee's request, the Employee's representative of the proposed change.

The Y to discuss change

22.2.3 (b) As soon as practicable after proposing to introduce the change, the Y will:

- provide information to the relevant Employees and, at the Employee's request, to the Employee's representative about the change (excluding confidential or commercially sensitive information); and
- invite the relevant Employees and, at the Employee's request, the Employee's representative to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
- give prompt and genuine consideration to any views given by the relevant Employees and any Employee representative about the impact of the change.

Requirement to act in good faith

22.2.4(a) All Parties must act in good faith in relation to the consultation process provided in this clause

22.2.4(b) In this clause 22, 'good faith' means obligations to meet, disclose relevant information, genuinely consider proposals, respond to proposals including reasons for the response, and refrain from unfair conduct that undermines consultation.

23. ABANDONMENT OF EMPLOYMENT

23.1.1 An Employee may be regarded as having abandoned their employment, if an Employee is absent from work for:

5 days for a full-time Employee; or 3 shifts for part-time and casual Employees and the Employee cannot establish to the satisfaction of the Employer a "reasonable cause" for the absence within this time.

23.1.2 The Employer will take reasonable steps to ascertain the cause of the Employee's absence prior to terminating employment in accordance with this clause.

23.1.3 Any unauthorised absence from work may be deemed an act of serious misconduct and may initiate the Termination clause of this Agreement.

PART 3- HOURS OF WORK, ROSTERS BREAKS & ALLOWANCES

24. HOURS OF WORK

24.1 Ordinary Hours

24.1.1 The ordinary hours of work over any five (5) days for Employees will be, for:

- 24.1.1(a) Full-time Employees, no more than an average 38 hours per week to be worked over 76 hours within a two (2) week work cycle;
- 24.1.1(b) Part-time Employees, less than an average of 38 hours per week within a two (2) week work cycle;
- 24.1.1(c) Casual Employees, variable per week according to organisational demands.
- 24.1.1 (d) Between the span of ordinary hours outlined for each business sector in Clause 26.

24.2 The number of ordinary hours to be worked on any one day for full time, part time and casual Employees will not;

- exceed 10 hours in total (excluding unpaid meal break), except by mutual agreement between the Y and an Employee, in which case the total number of hours worked on any one day may be increased to 12 hours
- Penalty rates apply to hours worked above 10 hours excluding unpaid meal break ie: Rostered 6.00am-4.30pm/7.00am-5.30pm/8.00am-6.30pm/9.00am -7.30pm is 10 hours worked therefore any hour's past-rostered hours is considered overtime.

24.2.1 No full-time or part-time Employee will receive less than two (2) consecutive days off per week or, alternatively, four (4) consecutive days off per fortnight, unless mutually agreed in writing.

24.2.3 Ordinary hours may be worked both inside and outside the Span of Ordinary Hours, as further set out in clause 26.1.1. Only ordinary hours worked outside the Span of Ordinary Hours will attract the penalty rates as set out in this clause 26.1.1.

24.2.4 Penalty rates for Saturday/Sunday for fulltime and part time employees are outline in table 26.1.1

25. ACCRUED DAY OFF SYSTEM

25.1.1 Full time Employees who work a fixed five (5) day roster and work 7.6 hours per day over a 4-week roster cycle (i.e. 20 day work cycle) may be offered the option by the Y Manager to work 8 hours per day with one accrued day off in a 20 day work cycle, or nine day fortnight by working 9.5hrs per day over a two week period to achieve fortnightly 76 hrs.

25.1.2 Accrued day off work arrangements must be approved by the Y Manager before being implemented. All approved individual flexible work arrangements will be required to be documented in contract variation letter or individual flexible work arrangement letter stating commencement date, details of the agreed roster and review date(s). The Y Manager will consider the operational requirements of the workplace before giving any such approval. Accrued day off work arrangements must allow for adequate breaks between shifts and otherwise comply with the principles for establishing rosters.

25.1.3 The Accrued day off must be taken within the same 4-week roster cycle in which it is accrued (i.e. an accrued day off cannot be carried over into the next 4-week roster cycle) unless otherwise authorised by the Y Manager. If the accrued day off is not taken, it will be paid for at the Employee's basic hourly rate of pay. Such time will not be regarded as overtime for the purposes of this Agreement, but will be regarded as reasonable additional hours for the purpose of the Individual Flexible Work Arrangement.

25.1.4 The Y may cancel any accrued day off arrangements at its sole discretion.

26. SPAN OF ORDINARY HOURS & PENALTY RATES

- 26.1.1 For Employees employed in positions which would otherwise be covered by the Fitness Industry Award 2020 or the Clerks—Private Sector Award 2020, the span of ordinary hours will be between:
- 5.00am and 11.00pm Mondays to Fridays (paid at 125% for casual employees), and
 - 6.00am and 9.00pm Saturdays (paid at 125% of the base rate of pay – 130% for casual employees), and
 - 6.00am and 9.00pm Sundays (paid at 150% of the base rate of pay – 130% for casual employees)
- 26.1.2 For Employees employed in positions which would otherwise be covered by the Children’s Services Award 2010, the span of ordinary hours will be between:
- 6.00 am and 6.30 pm Mondays to Saturdays (paid as per overtime rate), and
 - 6.00 am and 6.30 pm Sundays (paid as per overtime rate).
- 26.1.3 For Employees employed in positions which would otherwise be covered by the Social, Community, Home Care and Disability Services Industry Award 2010, the span of ordinary hours will be between:
- 6.00 am and 8.00 pm Mondays to Friday, and
 - 6.00 am and 8.00 pm Saturday (paid at 150% of the base rate of pay
 - 6.00 am and 6.30 pm Sundays (paid at 200% of the base rate of pay).

Business Area	Span of Hours-Monday – Friday	Span of Hours-Saturday & Penalty Rates for FT/PT working -Saturdays	Span of Hours & Penalty for FT/PT working Sunday
Employee position which otherwise would be covered by the Fitness Industry Award 2020 (Includes Sport , Recreation, Fitness, Camping)	5.00am-11.00pm	6.00am-9.00pm Saturday Paid at 125% of the base rate of pay	6.00am-9.00pm Sunday Paid at 150% of the base rate of pay
Clerks—Private Sector Award 2020 (Corporate Services Staff)	7am -7pm * * as majority of workplace is 5.00am-11.00pm this will apply	7.00am-12.30pm* * as majority of workplace is 6.00am-9.00pm-this will apply Paid at 125% of the base rate of pay	* as majority of workplace is 6.00am-9.00pm-this will apply Paid at 150% of the base rate of pay
Employees employed in positions which would otherwise be covered by the Children’s services Awards 2010 (OSHC, Vacation Care , ELC)	6.00am-6.30pm	6.00am-6.30pm Paid as per Overtime Clause	6.00am-6.30pm Paid as per Overtime Clause
Employees employed in positions which would otherwise be covered by the Social, Community, Home Care and Disability Services Industry Award 2010 (Youth and Community Services)	6.00am-8.00pm	6.00am-8.00pm Saturdays (Paid at 150% of base rate of pay)	6.00am-8.00pm (Paid at 200% of base rate of pay)

26.1. 3 No Employee will work outside the span of ordinary hours without the prior approval of the Y Manager, unless that Employee because of the urgency of the work is required to perform such out of hours work without prior approval such as major incidents referred to in the Incident Management Policy.

27. MULTI-ROLE EMPLOYEES

27.1.1 From time to time, the Y may have available positions in other areas of the Y.

Positions available may include:

- 27.1.1(a) casual position; or
- 27.1.1(b) part-time school-term based position.

A member of staff may apply to work in a position of the type set out in clause 27 above in addition to regular duties.

27.1.2 A request by an Employee to work in a position of the type set out in clause 27 must be approved in advance by the YMCA Manager. A request will only be approved where the arrangements meet the Y's operational requirements, allow for adequate breaks between shifts and otherwise comply with the principles for establishing rosters.

27.1.3 An Employee who works in a position of the type referred to in this clause will be paid at the appropriate base rate of pay for the classification of the work performed.

28. FLEXIBLE WORKING HOURS

28.1 The Y aims, wherever practicable, to provide flexible working arrangements which balance service requirements with an Employee personal needs.
This clause is read in conjunction with the NES -s65 of the Fair Work Act 2009 (Requests for flexible working arrangements).

28.1.1 Employees may request a flexible work agreement to support work life balance. This may include changes to the employee's hours of work, patterns of work or location of work.

Employee requests must be made in writing, explain the change being requested and the reason for the request.

Should the employee be requesting a flexible work agreement as the employee:

- is a parent, or have responsibility for the care, of a child who is school aged or younger;
- is a carer (under the Carer Recognition Act 2010);
- has a disability;
- is 55 or older;
- is pregnant;
- is experiencing family and domestic violence; or Is providing care or support to an immediate family or household member who is experiencing family and domestic violence. Then the request will only be refused after trying to reach an agreement on potential alternative arrangements and on reasonable business grounds.

28.1.2 Request for time off by an Employee to attend to personal or family matters, with agreement from the YMCA Manager, the following may be available in addition to normal leave requirements:

28.1.3 Varying start and finishing times to meet personal requirements.

28.1.4 A full-time or part-time Employee may elect to work make-up time, under which the Employee takes time off during the span of ordinary hours, and works those hours later.

28.1.5 Such time worked in accordance with the provisions of this clause will not be regarded as overtime or work outside the span of ordinary hours to attract a penalty payment.

28.1.6 On each occasion that the Employee elects to use this provision, the resulting arrangement must be recorded in the time and wages records at the time when the agreement is made.

29. JOB SHARE

- 29.1 Job Share is a flexible work arrangement, which is implemented as a means of balancing work and personal needs. Job Share is an arrangement where two Employees, by mutual agreement with their YMCA Manager, share all the duties and responsibilities of a permanent full time position. A Job Share arrangement may only be entered into with the consent of the YMCA Manager.
- 29.1.1 All conditions of employment for Employees participating in Job Share arrangements will be equivalent to the basis of engagement, that is, part time.
- 29.1.2 Employees participating in Job Share will, in conjunction with the Y Manager, determine how the job is to be split and agree to the hours for each participating Employee. The agreed hours of work of the Job Share partners will not exceed the ordinary hours of work for a full time Employee, that is, 76 hours in a 2-week roster cycle.
- 29.1.3 The Y reserves the right to review any Job Share arrangement and to cancel it if necessary on reasonable business grounds. If the Y is unable to redeploy the affected Employees to a suitable alternative position, any such cancellation will be regarded as a redundancy situation, and clause 41, Redundancy, will apply.
- 29.1.4 A Job Share arrangement may also be cancelled if employment of one or both of the parties to the Job Share is terminated for any reason, or one or both of the Employees resigns or moves to another position within the organisation, and the Y is unable to recruit another Employee to fill the vacant Job Share.

30. ROSTERS

30.1 General

- 30.1 An Employee will be present and ready to commence work on time and will not depart from their allocated work prior to the official finishing time.

The Y will establish rosters according to the needs of its business and will consult with employee's availability to provide reasonable work arrangements for all Employees.

- 30.1.1 In establishing rosters, the Y will have regard to the following guidelines and principles:
- (a) Except in unusual circumstances, rosters will be posted seven (7) days in advance.
 - (b) Staff working in term based recreation classes will have rosters typically posted for the term in advance of the term commencing.
 - (c) Rosters are subject to organisational needs and may be subject to change during the life of the roster.
- 30.1.2 Provided that the arrangements meet the Y's operational requirements, allow for adequate breaks between shifts and otherwise comply with the principles for establishing rosters under this Agreement, Employees are:
- (a) permitted to swap rostered shifts with a suitably qualified and certified employee with the approval of their Supervisor or the Y Manager; and
 - (b) responsible for covering their rostered shifts, unless:
 - (i) mutually agreed between the Employee and their Supervisor or the Y Manager; or
 - (ii) the change in shift is caused by illness of the Employee or a member of their immediate family, in which case the Y will cover the rostered shifts. The Employee must, if required by the Y, provide a medical certificate from a registered health practitioner, or if it is not reasonably practicable for the Employee to give the Y a medical certificate then a statutory declaration made by the Employee which complies with the notice and evidence required clauses of clause 30 Personal/Carer's Leave.

31. SPLIT SHIFTS /BROKEN SHIFT

- 31.1.1 Rostered broken periods of work or split shifts may only be introduced with the agreement of the Employee directly affected.
- 31.1.2 A minimum two (2) hour break between periods of work within a split shift unless mutually agreed in writing between the Y Manager and Employee.
- 31.1.3 Broken shifts allowances are payable for rostered single positions and not multiple positions in the same day.

32. STAFF RATIOS

32.1 The Y will ensure that rosters reflect any minimum staff ratios prescribed by relevant legislation or industry guidelines (as varied from time to time) in relation to the performance of specific roles.

33. OVERTIME

33.1 General

33.1.1 No Employee will perform overtime without the prior approval of the Y Manager.

Any overtime hours will only be approved when the arrangements meet the Y's operational requirements, allow for adequate breaks between shifts and otherwise comply with the principles for establishing rosters.

33.2 Reasonable Overtime

33.2.1 The Y may require an Employee to work reasonable overtime at overtime rates (or for time off in lieu, in accordance with this Agreement).

33.2.2 An Employee may refuse to work overtime in circumstances where the working of such overtime would result in the Employee working hours, which are unreasonable having regard to:

- (a) any risk to Employee health and safety;
- (b) the Employee's personal circumstances including any family responsibilities;
- (c) the needs of the Y Workplace;
- (d) the notice (if any) given by the Y of the overtime and by the Employee of their intention to refuse it; and
- (e) any other relevant matter.

33.3.1 Definition of overtime

- (a) Overtime is all time worked by an employee:
 - outside the spread of hours prescribed in clause 27; or
 - in excess of an average of 38 hours per week over a period of Two (2) weeks; or
 - in excess of 10 hours worked on any day (excluding unpaid meal break) (unless the total number of ordinary hours worked on any one day has been increased to 12 hours by mutual agreement with the Employee); or
- (b) For part-time employees, all time worked in excess of the hours as agreed under clause 18.4 will be overtime.
- (c) all work on their day(s) off (unless agreement is reached between the Y and Employee to work additional hours without being paid overtime);

33.3.2 Overtime rates

33.3.2 (a) Where a full time and part time employee works overtime the employer must pay the employee overtime rates as follows:

Overtime Rates	Overtime Rates Permanent Employees (All Classifications)
Monday- Saturday Minimum hourly Rate First 2 hours overtime	150%
Monday- Saturday Minimum hourly rate after 2 hours	200%
Sunday	200%
Public Holiday	250%

33.3.2 (b) Where a casual employee works overtime the employer must pay the employee overtime rates as follows:

Overtime Rates	Overtime Rates Casual Employees (Covered by FIA 2020)	Overtime Rates Casual Employees (All Casual employees not covered by FIA 2020)
Monday- Saturday Minimum hourly Rate First 2 hours overtime	150%	175%
Monday- Saturday Minimum hourly rate after 2 hours	200%	225%
Sunday	200%	225%
Public Holiday	NA	275%

33.3.3 Time off instead of payment for overtime

33.3.3 (a) The Y and the majority of Employees at a Y workplace, or part of a Y workplace, may agree to establish a system of time off in lieu of overtime, and such agreement will be recorded in writing via time and attendance system, contract variation letter or emails . Once this system has been established, all overtime will be compensated by time off in lieu of overtime

(b) An employee and the Y may agree in writing to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.

(c) An agreement must state each of the following:

- (i) the number of overtime hours to which it applies and when those hours were worked;
- (ii) that the Y and employee agree that the employee may take time off instead of being paid for the overtime;
- (iii) that, if the employee requests at any time, the Y must pay the employee, for overtime covered by the Agreement but not taken as time off, at the overtime rate applicable to the overtime when worked.

33.3.4 The Y's default position for payment of overtime worked is payment on a fortnightly basis in the payroll processing.

33.3.5 All time in lieu must be utilised prior to the last pay period in a financial year or it will be paid out.

33.3.6 Rest period after working overtime

a. If an Employee has not had consecutive hours of break (in table below) between the termination of work after working overtime one day and the commencement of work the following day, the Employee will, subject to this clause, be released from work until they have had the number of consecutive hours off duty without loss of pay as per the table below.

b. If the employee recommences work after overtime but before the prescribed consecutive hours break outlined in the table below, they will be entitled to the penalty rate in the table below.

	Roles otherwise covered by Fitness industry Award	Roles otherwise covered by Children's Service Award	Roles otherwise covered by SCHADS	Roles otherwise covered by Clerks Award
Prescribed break	10 hr consecutive break after overtime	8-10 hrs consecutive break after overtime	10hrs consecutive break after overtime	8 hr consecutive break after overtime
Penalty Rate applicable	200%	NA- these roles will not be required to perform work.	200%	200%

[RETURN TO CONTENT PAGE](#)

34. MEAL BREAKS AND REST PERIODS

34.1 Unpaid break

- 34.1.1 An Employee will be allowed an unpaid meal break of not less than 30 minutes and not more than one (1) hour each day as mutually agreed in writing. Subject to the provisions of this clause, no Employee will be required to work more than five (5) hours without a break for a meal.
- 34.1.2 Workplace operational requirements may result in the need to delay a break, in which case the break will be taken at a mutually agreed time.
- 35.1.3 If an Employee is interrupted during their normal meal break and directed to work, the Employee will be entitled to take a further 30-minute meal break during their working hours without deduction of pay.
- 35.1.4 If an Employee is required by the Y Manager to remain at the Y Workplace or work through a meal break, the meal break will be paid at the Employee's normal rate of pay.

34.2 Paid rest break

- (a) No Employee will be required to work longer than 3 hours without a paid 10 minute rest period.
- (b) Employees who work 7 hours or more in a day or shift will be entitled to two (2) 10 minute rest periods in addition to the unpaid break.

35. STANDBY /ON CALL

35.1 General

- 35.1.1 Standby/On Call and Emergency work occurs where an Employee is directed in writing by the Y to be on standby in accordance with the provisions of this clause. This clause has no application where an Employee requests to be placed on a preferential rostering system (e.g. Hot Day Rosters).
- 35.1.2 Any hours an Employee is on standby but is not actually performing work will not be regarded as work that the Employee is required or requested to perform. Any time for which an employee is on standby (whether the Employee is working or not) will not be taken into account for the purposes of the Hours of Work and Overtime clauses set out in this Agreement.

35.2. Non-Residential Situations Standby/On Call

- 35.2.1 a) An Employee, who is required in writing (email) to be placed standby for non-residential situations, is not rostered to work but has been required by The Y to be readily available to perform emergency work if required.
- (b) The Employee must be easily contactable and able and suitable to attend work within a 30 minute period (for example: the Employee must maintain a zero alcohol level).
- (c) Each Employee on standby for non-residential situations will be paid an allowance equivalent to \$22.81 for any 24hr period or part thereof during the period from the time of finishing ordinary duty for Monday – Friday. \$45.17 for any other 24hr period for standby for non-residential situations will be paid an allowance where employee is required to standby from Friday - Monday.
- (d) Any arrangement to spend time on standby must be pre-approved by the Y Manager.

35.3 Emergency Work

- 35.3.1 (a) Employees on standby may be required to perform emergency work which does not require the Employee to attend the Y workplace, as the work can be completed from home or while not at the Y Workplace.
- 35.3.1 (b) Emergency work performed from home or otherwise not at the Y workplace will be paid at time and a half of the base hourly rate, from the time the work commences until the time the work is completed.
- 35.3.1 (c) If an Employee is required to attend their workplace to perform emergency work, all work performed by the Employee will be paid at the rate of time and a half of the base rate of pay, from the time the work commences until the time the work is completed. The Employee will receive a minimum of two (2) hours payment at 150% of the base rate of pay.
- 35.3.1 (d) This base rate of pay is exclusive of any casual loadings, or shift penalty loadings for work performed outside the span of ordinary hours, and these will not be included in the rate to be received by the Employee when performing emergency work.
- 35.3.1 (e) The Employee must provide to the Y for approval, an accurate record of all time spent on emergency work whether at the YMCA Workplace or otherwise, before the Employee is entitled to payment for such emergency work.
- 35.3.1 (f) The Y reserves the right to refuse entry to the work site and/or require the Employee to cease emergency work if the Employee is deemed not suitable to attend for work. The entitlement to any payment will be withdrawn.

35.3 Residential Standby/On Call Situations

- 35.3.1 (a) An Employee, who is required in writing (email) to be placed standby for residential situations, is not rostered to work but has been required by The Y to be readily available to perform emergency work if required in the following situations;
- 35.3.1 (b) staff permanently residing on The Y premises;
- 35.3.1 (c) staff occasionally residing on The Y premises (including overnight stays);
- 35.3.1 (d) staff required to reside overnight or away from home to work on The Y camps, fields trips and other professional programs.
- 35.3.1 (e) An Employee, who is on standby for residential situations, is not rostered to work but has been required by the Y to be immediately available to perform emergency work if required.
- 35.3.1 (f) The Employee must be easily contactable, able to undertake duties immediately by remaining on The Y premises or on-site, and be suitable to work (for example: the Employee must maintain a zero alcohol level).
- 35.3.1 (g) Each Employee on standby for residential situations will be paid an allowance of \$40 per overnight stay period.
- 35.3.1 (h) Any arrangement to spend time on standby must be pre-approved by the Y Manager.

35.4 Emergency Work Residential Situations

- 35.4.1 (a) Emergency work performed by the Employee during the standby period will be paid at 150% of the base hourly rate, from the time the work commences until the time the work is completed.
- 35.4.1 (b) base rate of pay is exclusive of any casual loadings, or shift penalty loadings for work performed outside the span of ordinary hours, and these will not be included in the rate to be received by the Employee when performing emergency work.
- 35.4.1 (c) The payment referred to above will not extend beyond the period of the overnight stay for standby.
- 35.4.1 (d) The Employee must provide to The Y for approval, an accurate record of all time spent on emergency work whether at the YMCA Workplace or otherwise, before the Employee is entitled to payment for such emergency work.
- 35.4.1 (e) The Y reserves the right to remove the Employee from the work site and/or require the Employee to cease emergency work if the Employee is deemed not suitable to attend for work. The entitlement to any payment will be withdrawn.
- 35.4.1 (f) An Employee may elect, as an alternative to receiving payment for emergency work as outlined within this subclause, to take time off in lieu of payment for the period of time performing emergency work (that is hour off for hour worked), at a time or times agreed with The Y.

36. HIGHER DUTIES ALLOWANCE

36.1 Higher Duties

- 36.1.1 An Employee who is required by the Y to perform all the duties of another Employee at a higher classification for two or more consecutive working days or shifts will be paid a higher duties allowance for the period for which duties are assumed.
- 36.1.2 A request to perform higher duties must be provided in writing and authorised by the Y Manager prior to the commencement of any such work wherever possible, stating the work to be performed, the expected duration and the appropriate higher duties allowance.
- 36.1.3 The amount of the higher duties allowance will be determined by the relevant supervisor, and approved by the Y Manager. The higher duties payment will be proportionate to the level of duties performed by the Employee.
- 36.1.4 This clause will not apply if the Employee is undertaking such higher-level work for training or professional development purposes only.

37. MIXED FUNCTIONS

- 37.1.1 The nature of the industry is such that Employees may be rostered by a The Y to work at different classification levels, whether or not this occurs during the same rostered period of duty. In such a case, the Employee will be paid at the relevant rate for the classification level at which they are rostered, for the period of time for which they are rostered to perform such duties.
- 37.1.2 In the event that a permanent employee is employed to performed mixed function position, the Y will benchmark the wages and classifications of each role, number of hours and provide the employee with an appropriate hourly rate in accordance with the annualised hourly rate. This rate will be recorded in the Letter of Appointment or Contract Variation Letter for a single position.

38. EXPENSE RELATED ALLOWANCES

38.1 (a) MEAL ALLOWANCE

An Employee who is required to work 10 hours or more in a single shift will be offered an adequate meal by The Y. If The Y does not provide the Employee with such meal, the Employee will be paid a meal allowance of \$16.00.

38.1 (b) TRAVEL TIME ALLOWANCE

The Y will not unreasonably request an Employee to commence and/or cease work at a location or Y Workplace, which is not their usual place/s of duty.

Where a full-time or part-time Employee is instructed to commence work and/or to cease work at a location or Y Workplace which is not their usual place/s of duty, then the Employee will be paid at their base rate of pay for the time spent in traveling between home and the new location, to the extent that the time exceeds the time their usually spends in getting to work and returning home.

Where a full-time or part-time Employee is required to commence and/or cease work at a location or Y Workplace which is not their usual place/s of duty due to participation in a non-mandatory training session, the Y may offer the Employee payment at their base rate of pay for the time spent traveling between home and the new location, to the extent that the time exceeds the time they usually spends in getting to work and returning home.

Where a full-time or part-time Employee is required by the Y to travel from one workplace to another, all reasonable time taken by the Employee will be paid at their base rate of pay.

Where an Employee is required to travel for work purposes, the Y Manager may authorise that the travel be done by public transport, in which case the Employee will receive a travel allowance payment equivalent to the cost of the available public transport.

Where multiple employees are required to attend competition, event, meetings the Y will seek carpool arrangements or arrange work vehicle to be provided.

38.1 (c) VEHICLE ALLOWANCE

An Employee may be required to use their own personal motor vehicle for travel for work purposes. This travel includes:

- travel between Y workplaces as nominated as home base location of work and calculated via google maps (or equivalent tool) quickest direction, and
- travel between locations in the course of their employment; and for full-time or part-time Employees, the additional distance travelled by an Employee between home and to commence/ and or to cease work at a place of duty which is not the Employee's usual place of duty, when compared to the distance travelled by an Employee between home and their usual place of duty.
- With pre-approval by the Y Manager, an Employee who uses their own personal motor vehicle for such travel for work purposes will be paid an allowance per kilometre
- An employee who, by agreement with their employer, uses their own motorcycle in the performance of duties must be paid \$0.31 per kilometre travelled.
- An employee who, by agreement with the Y, uses their own motor vehicle in the performance of duties must be paid \$0.96 per kilometre travelled.

Employee Obligations

- If the Employee is required to drive a vehicle in the course of their employment with The Y, they will at all times maintain a current valid driver's licence.
- The Employee is responsible for taking out and maintaining adequate insurance in relation to the use and operation of their motor vehicle.
- The Employee is also responsible for any other costs and expenses incurred in relation to the use of their motor vehicle.
- The Employee must at all times during the course of their employment drive their motor vehicle in accordance with all relevant legislation and regulations.

38.1(d) LEADERSHIP ALLOWANCE

- May be payable to a nominated employee within the Education Care and Schools classification structure only.
- Employees who would otherwise be covered by the Educational Services (Teachers) Award 2020 or the Children's Services Award 2010 may be eligible to pay a leadership allowance of up to \$4253.32 per annum pro rata.
- An allowance is linked to a position of leadership rather than tied to an individual Employee.

39. RIGHT TO DISCONNECT & MAKE UP TIME

39.1 Right to Disconnect

- 39.1 (a) it is not a breach of the Act for the Y to send an email/sms to the employee's in relation to business requirements outside of their work hours.
- 39.1 (b) If an Employee has been contacted outside of their normal hours of work, the Employee will not be required to monitor, read or respond.

39.2 Make – Up Time

An employee may elect, with the consent of the Y Manager, to work make-up time under which the employee takes time off during ordinary hours and works those hours later, during the span of ordinary hours provided in this Agreement. An employer must record make-up time arrangements in the time and wages record. If this request is approved, the employee will not be applied overtime or penalties to the make-up time because of the change of rostered hours.

PART 4- WAGES

40. WAGES

- 40.1.1 The Y wage rates are published annually – Schedule B- Wage Rates Table and include indexation as per the Agreement
- 1% increase commencing the first full pay period on or after 22 April 2024 or two weeks post FWC endorsement of Agreement 2024.
 - 1.8% increase first full pay period commencing 21 October 2024
 - 2.3% increase first full pay period commencing 1 July 2025
 - 2.3% increase first full pay period commencing 1 July 2026
- 40.1.2 All salary rates prescribed in this Agreement absorb and replace any increase that maybe granted by the Commission during the life of this Agreement.
- 40.1.3 However, if an increase granted by the Commission results in an Employee's minimum wage being greater than the relevant rate for their classification set out in this Agreement, then the Employee will be paid their minimum wage until the relevant rate for their classification under this Agreement is equal to, or greater than, the Employee's minimum wage.
- 40.1.4 On the commencement of the Agreement, any salary amounts received by an Employee in excess of those prescribed in this Agreement (that is, an over-Agreement payments) will be maintained. Increases will only apply to that Employee when the prescribed rates in this Agreement become higher than the over-Agreement payment, at which time the over- Agreement payment will be absorbed and the prescribed rate will apply.
- 40.1.5 Other than Employees who are already in receipt of over-Agreement payments at the time this Agreement commences, any payments in excess of those prescribed under this Agreement must be authorised by the Employer.

Junior Rates

- 40.1.7 Staff employed under junior rates will work under the supervision of adults and receive the following percentage of the adult wage for the relevant classification of work performed. Junior rates are only applicable to the Camping and Recreation Grades. Higher rates of pay must be authorised by the Y.

<u>Age</u>	<u>Percentage of Adult Wage</u>
Less than 16 years	80%
Less than 18 Years	90%
Aged 18 and over	100%

Child Employment

- 40.1.8 Any person under the age of 15 is deemed a child in the State of Victoria
- 40.1.9 The Y may offer employment in accordance with the provisions of the Child Employment Act 2003 (and upon completion of a Child Employment Permit) to children within roles that will assist with their personal and professional development within the YMCA structure. Roles will generally be seen as junior assistant positions.
- 40.1.10 Children will be paid a junior rate of the relevant salary grade to the position. If the position is not currently identified within the salary grades prescribed in this Agreement, the position will be benchmarked against relevant Modern Awards for appropriate wage and classification.

41. TRAINEESHIPS AND SUPPORTED WAGE SYSTEM

41.1 Traineeships

- 41.1.1 Trainees are engaged in a combined practical work and structured workplace training program that provides individuals with the opportunity to gain a nationally recognised qualification and will be paid in accordance with the **Schedule E- National Training rates in the Miscellaneous Award [MA000104]**

[RETURN TO CONTENT PAGE](#)

41.2 Supported Wage System for Employees with Disabilities

41.2.1 The Y will provide a supported wage system for Employees with a disability in accordance **Schedule D- Miscellaneous Award [MA000104]- Supported Wage Scheme**

42. PAYMENT OF SALARIES AND ALLOWANCES

42.1 General

- 42.1.1 Salaries and allowances are to be paid no later than 4 working days after the end of a pay cycle.
- 42.1.2 Where a payday lands on a public holiday, an Employee will be paid no later than the day before the public holiday.
- 42.1.3 Salaries and allowances will be paid by direct credit to an Employee's bank account.

42.2 Wages Overpayment/Debt and Monies Owing and Missed payment of wages

- 42.2.1 In the event that an Employee has received an overpayment of remuneration in excess of their lawful entitlement, The Y will advise the Employee of the circumstances surrounding the debt, including the process for recovery of the debt, and the proposed recovery rate.
- 42.2.2 The Y and the Employee will agree on a reasonable recovery rate having regard for all the circumstances including any taxation implications, and whether the overpayment was received or debt was incurred in good faith.
- 42.2.3 Any monies outstanding or any agreed debt relating to an overpayment of remuneration owing by the Employee on cessation of employment will be recovered by the Y via deduction from that Employee's final payment.
- 42.2.4 Where an employee has not received payment for hours worked they must follow the policy and procedures outlined in the Staff and Volunteer Handbook and contact their direct supervisor and report the matter immediately so the payment can be investigated and processed.

43. SALARY PACKAGING AND DEDUCTIONS

- 43.1.1 Salary packaging may be offered to Employees in accordance with relevant legislation and YMCA salary packaging guidelines (which may be varied by the YMCA from time to time) for the purposes of packaging:
- 43.1.2 The Y salary packaging guidelines are not incorporated into, and do not form part of, this Agreement.
- 43.1.3 An offer to salary package and the amount that is salary packaged must be authorised by The Y.
- 43.1.4 Any costs associated with establishing and maintaining a salary packaging arrangement, including but not limited to fringe benefits tax and provider fees, will be borne by the Employee, and no additional costs will be borne by the Employer.

PART 5- CLASSIFICATIONS

44. CLASSIFICATIONS

44.1 General

44.1.1 Classification tables are provided in accordance with the following areas of work (refer to relevant appendix for area of work details and salary grading):

Area of Work
Y- Youth Services
Y- Education and Care
Y- Camping and Recreation
Y Band - Specialist

44.1.2 The classification structure enhances the career opportunities for staff and provides greater clarification of the diversity of roles across the organisation.

44.2 Translation of the Classification Structure

- 44.2.1 All classifications for existing staff will be confirmed by the Y by October 21st 2024.
- 44.2.2 Any classification alterations will be effective from (or backdated to) FWC approved date of this Agreement.
- 44.2.3 Classifications will be specified in position descriptions and letters of appointment. Individuals should meet the minimum competencies, skills, qualifications and experience of the position to be considered for the role, unless authorised by The Y and provided with appropriate training and/or support.

44.2.4 Any disputes regarding classifications must be dealt with in accordance with the Dispute Resolution and Grievances clause of this Agreement.

PART 6- LEAVE AND PUBLIC HOLIDAYS

45. ANNUAL LEAVE AND LEAVE LOADING

45.1 Annual Leave

45.1.1 Annual leave is provided for in the NES. The following entitlements are provided for in this Agreement;

Full time employee -12 month continuous service with employer	152hrs – four (4) weeks leave entitlement	Accrued per fortnight
Part time employee -12 month continuous service with employer	Pro-rata based on contracted hours worked.	Accrued progressively

45.1.2 During a period of annual leave an employee must also be paid an annual leave loading of 17.5% of their minimum rate of pay.

45.1.3 Taking of Accrued Annual Leave and Payment of Annual Leave

45.1.4 Applications requesting periods of annual leave are outlined in the Staff and Volunteer Handbook.

45.1.5 Approval will only be granted with consideration by the Y where the appropriate notice is provided, with such annual leave being taken at times agreed between the Y and the Employee, and business demands and staffing resourcing

45.1.6 When more than eight (8) weeks annual leave entitlement has been accrued, the Y may direct the Employee take up to ¼ of the amount of annual leave, which is credited to the Employee at the time direction, is given, as soon as possible.

45.1.7 For school term-based Employees, annual leave will be taken during the period in which the relevant program is not being conducted, except in exceptional circumstances.

45.1.8 Payment for Annual Leave and Leave Loading

- 45.1.8 a. While the Employee is on leave, the Employer will continue to pay the Employee in the regular pay period or where mutually agreed between the Employee and the Employer, payment may be made in advance of the leave being taken.
- b. For each period of annual leave taken, the Employee will be paid for the number of hours at the base rate of pay.
- c. Payment in lieu of annual leave will be made by the Employer on termination of employment of the Employee.
- e. For each period of annual leave taken, the Employee will be paid an additional amount being the greater of:
 - leave loading of 17.5%; or
 - the relevant shift allowances or penalties for working outside the span of ordinary hours that would have otherwise been received by the Employee, if they had worked instead of taking annual leave.
- h. On termination of employment, any hours of annual leave which the Employee has accrued but not taken, including accrued pro rata annual leave with respect to periods of continuous service less than twelve months, will be paid to the Employee at the base rate of pay, with an additional leave loading of 17.5% for each hour accrued.

46. ANNUAL LEAVE EXCLUSIVE OF PUBLIC HOLIDAYS

46.1 For a full-time Employee, when a public holiday as set out in this Agreement falls within a period of annual leave, the Employee will not be considered to be on annual leave on that day.

46.2 For a part-time Employee, when a public holiday falls within a period of annual leave and is observed on a day which the part-time Employee would have ordinarily worked, the Employee will not be considered to be on annual leave on that day.

47. TEMPORARY CLOSING TO ALLOW ANNUAL LEAVE

47.1 Where the Y intends to temporarily close (or reduce to a nucleus) the Y workplace or a section of it for the purpose, amongst others, of allowing annual leave to the Employees concerned or a majority of them, and the Y will give to the Employees concerned at least one (1) months' notice in writing.

47.2 Provided that where an Employee has insufficient accrued annual leave, the Employee will be given the option of:

- (a) taking leave without pay; or
- (b) at the Y's sole discretion:
- (c) taking annual leave in advance, or if possible or available:

[RETURN TO CONTENT PAGE](#)

(d) directed work tasks during the period of close-down.

47.3 For the purposes of this subclause, where a public holiday as outlined within this Agreement falls within a period of unpaid leave caused by temporary closure and the Employee would have otherwise been paid for such public holiday, then the Employee will be entitled to payment.

48. END OF YEAR CLOSURE LEAVE

- 48.1.1 Full-time and Part-time Employees will be eligible for up to three (3) non-cumulative paid leave days (entitlement for Part-time employees is based on their nominal hours on their normal rostered days of work,) to be taken during the annual end of year closure period between Christmas and New Year.
- 48.1.2 For the avoidance of doubt, the end of year closure is discretionary leave that is non-cumulative paid leave days not annual leave days, and therefore will not accumulate if unused, and will not attract annual leave loading.
- 48.1.3 End of year closure discretionary leave will cease to apply at the nominal expiry date of this agreement.

49. PURCHASED LEAVE

- 49.1.1 The purchased leave model of employment is a separate model of employment whereby the employee receives the standard NES entitlement of four (4) weeks' leave plus additional one (1), two (2), three (3) or four (4) weeks unpaid leave per year and is paid for 52 weeks per year at the fractional rate of the annual salary for their position i.e. Additional one (1) week = $51/52$ weeks' salary, two (2) weeks = $50/52$, three (3) weeks = $49/52$ and four (4) weeks = $48/52$.
- 49.1.2 The model of employment can only be introduced at the employee's initiative. Each application is considered on a case-by-case basis
The decision whether or not to approve this model of employment will rest with the Manager
An application will be considered with regard to:
- impact on work units, cost of backfill, training and implementation;
 - impact on customer service;
 - business continuity;
 - team work and work relationships;
 - existing leave balances and
 - supporting the employee to remain in the workforce
- 49.1.3 Purchased leave arrangements expire at the end of 12 months unless a new arrangement is approved and in place prior to the expiry date.
- 49.1.4 Purchased leave accrued under this model and not taken within the 12-month period will be paid out on the 12 month anniversary of the leave arrangement and the usage pattern will form part of the discussions in any new requests
- 49.1.5 Where there is an annual leave balance greater than eight (8) weeks the employer may decline the purchased leave request.
- 49.1.6 The arrangement for the additional leave should be agreed to up-front between the employee and the Manager prior to the agreement being implemented.

50. PERSONAL/CARERS LEAVE AND COMPASSIONATE LEAVE

- 50.1 Personal/carer's leave is entitlement up to (10) ten days leave for fulltime employees and prorata for part time employees. Compassionate leave is a paid entitlement of (2) two days per occasion each time for fulltime employees and prorata for part time employees that met the criteria. Casual employees are entitled to unpaid Compassionate Leave. Refer to NES (Division 7);
- <https://www.fwc.gov.au/documents/awards/resources/nas.pdf>
- 50.2 Subject to clause 17.5.1(b), casual employees are entitled to be absent from work (whether by making themselves unavailable for work or by leaving work) to care for a person who requires care or support because of:
- (a) illness or an injury; or
 - (b) an emergency.
- 50.3 A casual employee may only be absent from work under clause 50.2 for a period of up to 48 hours.
- 50.4 With the agreement of the employer, a casual employee may be absent from work for a purpose mentioned in clause 50 for longer than 48 hours.
- 50.5 A casual employee is not entitled to be paid for time away from work for a purpose mentioned in clause 50.
- 50.6 Paid personal/carer's leave is cumulative, compassionate leave is not cumulative.
- 50.7 Upon the termination of employment for any reason, all unused personal/carers leave entitlements will be extinguished and no payment will be made in lieu thereof.

IMMEDIATE FAMILY

- 50.8 Defined in NES Section 12 An immediate family member is a:
- spouse or former spouse
 - de facto partner or former de facto partner
 - child
 - parent
 - grandparent
 - grandchild
 - sibling, or
 - child, parent, grandparent, grandchild or sibling of the employee's spouse or de facto partner (or former spouse or de facto partner).

This definition includes step-relations (for example, step-parents and step-children) as well as adoptive relations.

51. PERSONAL LEAVE REQUIREMENTS

51.1 General

51.1.1 (a) An Employee may take all of their accrued personal leave which can be taken for the following reasons;

- Physical and or mental illness/unwell employee
- Carer responsibilities as outlined in Clause 53.1.1(a)

51.1.1(b) Additional paid days of personal leave may be authorised by the YMCA Manager in exceptional circumstances, such as where an Employee is diagnosed with a serious illness.

51.2 Notification and Evidence Required

51.2.2(a) The Employee's entitlement to personal leave is conditional on the Employee notifying the Y as soon as reasonably practicable of any illness or injury that will cause the Employee to be absent from work, unless the Employee cannot comply due to circumstances beyond their control.

51.2.2(b) The Employee must advise the Y of their inability to attend for work because of their personal illness or injury. The Employee is also requested to indicate the estimated duration of their absence.

51.2.2(c) An Employee will be entitled to a maximum of three (3) paid single sick day absences per annum without being required to produce or forward a medical certificate.

[RETURN TO CONTENT PAGE](#)

51.2.2(d) For absences other than the three (3) single sick day absences per annum referred to above, and in the following circumstances, in order to be entitled to sick leave during a period, The Y will require the Employee to provide adequate proof of illness in respect of a period of sick leave as soon as reasonably practicable, by the production of a medical certificate or, if it is not reasonably practicable for the Employee to give the Y a medical certificate, a statutory declaration made by the Employee, in either case stating that the Employee was or will be unfit for work during the period because of a personal illness or injury (unless the Employee could not comply with this requirement due to circumstances beyond their control):

- (i) absences of two (2) or more consecutive days; or
- (ii) absences on the working day immediately prior to and/or following a public holiday; or
- (iii) where the Employee is subject to a disciplinary process.

51.2.2(e) In all other circumstances, the Y may require the Employee to produce or forward a medical certificate from a registered health practitioner or, if it is not reasonably practicable for the Employee to give the Y a medical certificate then a statutory declaration made by the Employee, in either case stating that the Employee was or will be unfit for work during the period because of a personal illness or injury.

51.2.2(f) The Employee will not be entitled to take Personal leave during any period in which they are absent from work because of a personal illness or injury for which they are receiving compensation pursuant to the *Workplace Injury, Rehabilitation and Compensation (WIRC) Act 2013* or any other relevant workers' compensation legislation, except where this is inconsistent with a provision of a law of the Commonwealth, State or Territory.

52. CARER'S LEAVE

52.1 Paid Carer's Leave

(a) For absences to provide care and support for members of their immediate family who require their care and support when they are ill or injured or affected by an unexpected emergency, an Employee will be entitled to:

(b) use any paid personal/carer's leave entitlements; or

(c) with the consent of The Y, use leave without pay;

(d) use annual leave entitlements; or

(e) work "make-up time" as defined within this Agreement.

(f) Additional paid days of carer's leave may be authorised by the Y Manager in circumstances a member of an Employees immediate family is diagnosed with a serious illness and requires their care and support.

52.2 Notification and Evidence Required

52.2 (a) To be entitled to carer's leave during a period, the Employee will, as soon as reasonably practical, give The Y notice of their inability to attend for duty, unless the Employee cannot comply due to circumstances beyond their control.

52.2 (b) The notice must be to the effect that the Employee requires leave to provide care and support to a member of their immediate family who has a personal illness or injury or who has been affected by an unexpected emergency. The Employee is also requested to indicate the expected length of the absence.

52.2 (c) If required by The Y, and unless the Employee could not comply due to circumstances beyond their control, the Employee must provide:

52.2 (d) If the care or support is required because of a personal illness, or injury, of the member – a medical certificate from a registered health practitioner, or a statutory declaration made by the Employee;

52.2 (e) If the care or support is required because of an unexpected emergency affecting the member – a statutory declaration made by the Employee.

52.2 (f) If the relevant document is a medical certificate, it must include a statement to the effect that, in the opinion of the registered health practitioner, the member had, has or will have a personal illness or injury during the period.

52.2 (g) If the relevant documentation is a statutory declaration, it must include a statement to the effect that The Y requires or required leave during the period to provide care or support to the member because the member requires or required care or support during the period because of a personal illness, or injury, of the member or an unexpected emergency affecting

the member.

Unpaid Carers Leave

52.2 (h) Employees, including casual Employees, will also be entitled to a period of up to two (2) days' unpaid carer's leave for each occasion when a member of their immediate family requires care or support during such a period because of a personal illness or injury of a member or an unexpected emergency affecting the member.

52.2 (i) The same notification and documentation requirements as apply to paid carer's leave above will apply to unpaid carer's leave.

52.2 (j) An Employee will be entitled to unpaid carer's leave only if the Employee cannot take any paid personal/carer's leave or any other authorised leave of the same type as personal/carer's leave during the period.

53. LONG SERVICE LEAVE

Long Service Leave provisions are provided for under NES (Division 9)

53.1 Except where otherwise stated within this clause, Employees will be entitled to long service leave in accordance with the provisions of the relevant long service leave legislation, Long Service Leave Act 2018 (Victoria) however the Y provisions under Clause 53.3, 53.4, 53.5 are above the legislative requirements.

53.2 An Employee who completes seven (7) years of continuous service with the Y will be entitled to pro rata long service leave based on the accrual rate in the relevant long service legislation.

53.3 An Employee who completes ten (10) years of continuous service with the Y will be entitled to long service leave of ten (10) weeks

53.4 Upon the completion of a subsequent five (5) years of continuous service (ie. a total service of 15 years) with The Y, an Employee will be entitled to an additional four (4) weeks paid long service leave, or pro-rata based on this same accrual rate if employment ceases prior to 15 years of service

53.5 Upon the completion of each subsequent 5 years of continuous service (ie. 20 years and above) with The Y, an Employee will be entitled to an additional 4 and 1/3rd weeks paid long service leave, or pro-rata based on this same accrual rate if employment ceases after 10 years of continuous service.

53.6 An Employee who remains in the employment of The Y must take their long service leave within 18 months of its accrual, unless otherwise mutually agreed

53.7 Long service leave is portable from any YMCA the state of Victoria, providing that the service with the YMCA is continuous by the Employee moving directly from employment with one Victorian based YMCA to The Y Geelong.

53.8 For the purpose of this clause "continuous service" with the Y means the same as set out in the relevant long service leave legislation

54. PARENTAL LEAVE

54.1 General

Parental leave and related entitlements are provided for in the NES- Division 5 and in addition, the Y has provisions for additional paid parental leave outlined below. The provisions of this clause apply to full-time, part-time and eligible casual Employees, but do not apply to other casual Employees.

54.2 Primary Parental Leave

Primary Carer's Leave is for the primary care-giver of the child born or adopted child.

54.2.1 After 12 months continuous service, full-time and part-time Employees are entitled to:

- (a) 10 weeks paid YMCA primary carer's leave;
- (b) Primary Parental Leave in Clause 54.3.2(a) is for a total of 52 weeks not exceeding the child's first birthday.
- (c) After 12 months continuous service, eligible casual Employees are entitled to 52 weeks **unpaid** primary carer's leave not exceeding the child's first birthday.

Secondary Partners Leave

Secondary Partners Leave is for the partner of the primary parental giver of a child.

After 12 months continuous service, full-time and part-time Employees are entitled to two (2) weeks paid Partner leave and 50

Week's unpaid secondary carer's leave to a total of 52 weeks not exceeding the child's first birthday.
After 12 months continuous service, eligible casual Employees are entitled to 52 weeks unpaid secondary carer's leave not exceeding the child's first birthday.

54.3 Conversion from Partner Parental Leave

An employee who is eligible for Partner Parental Leave may convert to Primary Parental Leave in circumstances, such as but not limited to, the serious illness or death of the primary carer, where they become the primary care-giver of the same child.

Employees who have already commenced Partners Parental Leave may convert to Primary Parental Leave as appropriate at the point they become the primary care-giver of the same child. In this case, the employee is entitled to the full amount of the Primary Parental Leave entitlement minus any time already taken as the secondary care-giver.

In a conversion as described above, entitlements to Primary Parental Leave only apply whilst the employee remains the Primary care-giver for the child concerned.

YMCA Parental Leave at Half Pay

The Employee is entitled to take paid YMCA parental leave at half pay for a period equal to twice the period to which the Employee would otherwise be entitled. This will not extend the total period for which an Employee may take parental leave in accordance with this clause.

Right to Request

An Employee entitled to parental leave pursuant to the provisions of this clause may request The Y to allow the Employee:

53.6.2(a) to extend the period of unpaid parental leave by a further continuous period of leave not exceeding 12 months;

53.6.2(b) to return from a period of parental leave on a part-time basis until the child reaches school age, to assist the Employee in reconciling work and parental responsibilities.

The Y will consider the request having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Y's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

55. LEAVE WITHOUT PAY

55.1 Leave without pay provision will only be considered when the employee has exhausted their entitlements to accrued Personal Leave (If related to injury or illness) Annual Leave or Long Service Leave.

55.2 Employees may request leave without pay for special circumstances such as but not limited to professional development or additional studies.

55.3 The Manager may approve such leave without pay, after considering the effect on the workplace and the Y's business.

55.4 Superannuation, annual leave and sick leave benefits, and public holiday entitlements will not accrue whilst leave without pay is being taken.

55.5 If the Employee is on a period of unpaid leave and a public holiday falls within the period of unpaid leave, the employee is not entitled to payment for the public holiday, as the employee would not have worked during this period.

56. FAMILY AND DOMESTIC VIOLENCE LEAVE

56.1 Provision for Family and Domestic Violence Leave requirements are set out in the NES (Division 7)

<https://www.fwc.gov.au/documents/awards/resources/nas.pdf>

57. COMMUNITY SERVICES LEAVE

Community Service Leave is provided for in the NES (Division 8) for matters relating to jury service and emergency management service.

57.1 Jury Service

- (a) An Employee required to attend for Jury Service during their ordinary working hours will be reimbursed by the Employer an amount equal to the difference between the amount paid in respect of their attendance for such Jury Service and the amount of wages they would have received in respect of ordinary time they would have worked had their not been on Jury Service to a maximum of ten (10) days.
- (b) An Employee will notify their Employer as soon as possible of the date upon which they are required to attend for Jury Service.
- (c) An Employee will give their Employer proof of attendance, the duration of such attendance and the amount received in respect of such Jury Service.

57.2 Emergency Services Leave

- 57.1 Employees who are registered members of a volunteer organisation who wish to respond to a declared emergency situation may be released from their normal duties without loss of pay to participate in firefighting, flood relief or other emergency activity provided that:
 - 57.1.2 release for volunteer activity doesn't not inconvenience the operations of the Y workplace;
 - 57.1.3 an Employee provides the Y with proof of their absence required and the duration of the absence.

57.3 Defence Reservist Leave

- 57.3.1 The Y will recognised Reservists serving in the Defence services and release employee Reservists to undertake all types of Defence service, and to continue to employ them on their return. Defence Reservist Leave is unpaid leave entitlement for registered Australian Defence Services recognised personnel.
- 57.3.2 Releasing a reservist included service and training. Reservists should, as a matter of good practice, always give the Y as much notice as possible of the dates they will be absent from work on Defence service as referenced by Defence Reserve Service (Protection) Act 2001.

58. PUBLIC HOLIDAYS

58.1.1 Provision for public holiday requirements are set out in the NES (Division 10) Employees other than casual Employees will be entitled to the following holidays without deduction of pay:

- 1 January -New Year's Day;
- 26 January Australia Day;
- Labour Day; (on the day on which it is celebrated in state or territory);
- Good Friday;
- Saturday before Easter Sunday
- Easter Sunday
- Easter Monday;
- 25 April- Anzac Day;
- Monarch's Birthday (on the day on which it is celebrated in state or territory);
- AFL Grand final Eve (Victoria only)
- 1st Tuesday November -Melbourne Cup Day (or alternative local Cup Day);
- 25 December - Christmas Day;
- 26 December-Boxing Day

any other day, or part-day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory. This also applies should gazetted public holidays be withdrawn through the life of the Agreement.

58.1.2 For a public holiday falling on a day which a part-time Employee would normally have been required to work under their regular

hours roster model, such Employee will be entitled to a holiday, and will be paid at the base hourly rate and for the number of hours they would have normally worked.

- 58.1.3 If the employee **does not** have regular hours rostered to be work on the public holiday, the employee is not entitled to payment under this section.

For example, the employee is not entitled to payment if the employee is a casual employee who is not rostered on for the public holiday, or is a part-time employee whose part-time hours do not include the day of the week on which the public holiday occurs, or a full time employee whose regular roster does not include the day of the week the public holiday falls i.e.; Wednesday- Sunday rosters would not be entitled to a public holiday that falls on Monday or Tuesday unless they have been required to work and are rostered on these days.

58.2 Public Holidays falling on Saturdays and Sundays

- 58.2 (a) When Christmas Day is a Saturday or Sunday, a holiday in lieu thereof will be observed on 27 December and those Full time and Part time employee whose ordinary hours are rostered on a Saturday or Sunday will be entitled to payment at based rate for the public holiday

- 58.2 (b) When Boxing Day is a Saturday or Sunday, a holiday in lieu thereof will be observed on 28 December and those Full time and Part time employee whose ordinary hours are rostered on a Saturday or Sunday will be entitled to payment at based rate for the public holiday

- 58.2 (c) When New Year's Day or Australia Day is a Saturday or Sunday, a holiday in lieu thereof will be observed on the next Monday and those Full time and Part time employee whose ordinary hours are rostered on a Saturday or Sunday will be entitled to payment at based rate for the public holiday

- 58.2 (d) Anzac Day is to be observed on 25 April and is not substituted for another day if it falls on Saturday or Sunday.

- 58.3 (e) For the purposes of clarity of this clause the employees whose ordinary regular rostered days fall on a weekend and a public holiday is applied, they are entitled to one payment of a public holiday not worked either on the day it falls or the day it is observed but not both.

58.4 Substitute days by agreement

- 59.4.1 The Y and Employees may agree to substitute another day for:

- (a) Australia Day and Melbourne Cup public holiday; and

An agreement pursuant to this sub-clause will be recorded in writing and available to every affected Employee.

58.6 WORK ON A PUBLIC HOLIDAY

- 58.6.1 The Y may request an Employee to work on a public holiday. The Employee may refuse the request if they have reasonable grounds for doing so, as set out in the Act.

- 58.6.2 Where work is required to be performed on a public holiday, Employees, will be paid penalty rates of pay for the work performed as outlined in table Clause 33.3.2.

- 58.6.3 Where work is required to be performed on a public holiday, Casual Employees will be paid penalty rate of pay for the work performed as outlined in table Clause 33.3.2

58.7 ACCRUED DAY OFF COINCIDING WITH A PUBLIC HOLIDAY

- 58.7.1 A full-time Employee will be entitled to a day in lieu on ordinary pay, to be taken at a time mutually agreed within 21 days of the actual public holiday when a public holiday falls on a full-time Employee's accrued day off.

- 58.7.2 A part-time Employee will not be paid or be entitled to a day in lieu, for any public holiday, which falls on a day which he or she would not otherwise have worked.

- 58.7.3 The Y must not alter a part-time Employee's roster to avoid any of the provisions of this clause.

59. RELIGIOUS AND CULTURAL LEAVE

- 59.1.1 The Y values the culturally diverse nature of its Employees and is aware of differing needs of staff members about their religious, cultural and ceremonial beliefs and obligations.
- 59.1.2 To assist full time and part time Employees to observe cultural or religious days of significance Y Managers may allow the Employee to:
- Take Annual Leave
 - Take Leave Without Pay
 - Substitute any public holiday prescribed in clause 58.1.1 for a cultural or religious day of significance to the Employee
- 59.1.3 To assist casual Employees to observe cultural or religious days of significance Y Managers may allow the Employee to decline a shift on days of religious, cultural or ceremonial significance.
- 59.1.4 The Y may require the Employee to provide satisfactory evidence of the Employee's religious, cultural or ceremonial obligations and require the employee to notify the Y Managers in advance of the days they seek to observe for religious and or cultural leave.
- 59.1.5 An employee who is legitimately required by Aboriginal tradition to be absent from work for Aboriginal ceremonial purposes will be entitled to up to 10 working days unpaid leave in any one year, with the approval of the employer

PART 7- TERMINATION OF EMPLOYMENT AND REDUNDANCY

60. TERMINATION OF EMPLOYMENT

Notice of termination and redundancy pay is provided for under the NES Division 11

60.1 Notice of Termination by the Y

(a) In order to terminate the employment of a full-time or part-time Employee, The Y will give the Employee the following notice:

Period of Continuous Service

- 1 Year or Less
- Over 1 Year and up to the Completion of 3 Years
- Over 3 Years and up to the Completion of 5 Years
- Over 5 Years of Completed Service

Period of Notice

- 1 Week
- 2 Weeks
- 3 Weeks
- 4 Weeks

60.1.1 (b) In addition to the notice stipulated in this clause, Employees over 45 years of age at the time of giving notice, with not less than two (2) years continuous service, will be

entitled to an additional one (1) weeks' notice.

60.1.1 (c) Payment in lieu of the prescribed notice will be made if the appropriate notice period is not required to be worked.

Provided that employment may be terminated by the Employee working part of the required period of notice and by The Y making payment for the remainder of the period of notice.

60.1.1 (d) The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the Employee's employment had continued until the end of the required period of notice, The Y would have become liable to pay to the Employee because of the employment continuing during that period. That total must be calculated based on:

- the Employee's ordinary hours of work (even if not standard hours); and
- the amounts ordinarily payable to the Employee in respect of those hours, including (for example) allowances, loading and penalties; and
- any other amounts payable under the Employee's contract of employment.
- The period of notice in this clause does not apply:
 - in the case of dismissal for serious misconduct (termination without notice) as outlined within this clause;
 - to temporary Employees;
 - to trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement;
 - to casual Employees.

60.2 Termination without notice

60.2.1 The Employee's employment may be terminated by the Y immediately and without notice in the case of dismissal for serious misconduct.

[RETURN TO CONTENT PAGE](#)

60.3 Notice of termination by an employee

- 60.3.1 The notice of termination required to be given by an Employee is the same as that required of the Y, save and except that there is no requirement on the Employee to give additional notice based on the age of the Employee concerned.
- 60.3.2 If an Employee who is at least 18 years old fails to give the required notice, the Employer will have the right to withhold wages due to the Employee an amount equal to the amount the Employee would have received if they had worked during the period of notice, up to a maximum of one week's wages for the Employee, or up to two (2) weeks' wages for Employees employed in positions which would otherwise be covered by the Educational Services (Teachers) Award 2020.

60.4 Job search entitlement

- 60.4.1 During the period of notice of termination given by The Y, an Employee will be allowed up to one (1) days' time off without loss of pay during each week of notice for seeking other employment.
- 60.4.2 If the Employee has been allowed paid leave for more than 1 day during the notice period for seeking other employment, the Employee may, at the request of The Y, be required to produce proof of attendance at an interview or they will not receive payment for time absent. For this purpose, a statutory declaration will be sufficient.

61. STATEMENT OF EMPLOYMENT

- 61.1.1 The Y will, upon receipt of a request from an Employee whose employment has been terminated, provide:
- to the Employee a written statement specifying the period of their employment and the classification of and/or
 - type of work performed by the Employee.

62. ACCRUED TIME

- 62.1.1 The following will be respectively added to, or deducted from the final payment to an Employee on termination:
- 62.1(a) any accrued time owing to an Employee;
- 62.1(b) time off granted in advance but not off-set by time worked;
- 62.1(c) paid annual and long service leave taken in excess of accrued entitlements.

63. TRANSMISSION OF BUSINESS

- 63.1.1 Where a business is transmitted from one Employer to another, as set out in the Redundancy clause within this Agreement, the period of continuous service that the Employee had with the transmitter or any prior transmitter is deemed service with the transmitted and taken into account when calculating notice of termination. However, an Employee will not be entitled to notice of termination or payment in lieu of notice for any period of continuous service in respect of which notice has already been given or paid for.
- 63.1.2 **The provisions of this clause are not applicable where a business is before or after the date of this Agreement, transmitted from a The Y (in this subclause called the transmitter) to another The Y (in this subclause called the transmittee) in any of the following circumstances:**
- 63.1.3 (a) **Where the Employee accepts employment with the transmittee which recognises the period of continuous service which the Employee had with the transmitter and any prior transmitter to be continuous service of the Employee with the transmittee; or** (b)(i) Where the Employee rejects an offer of employment with the transmittee:
(b)(ii) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the Employee at the time of ceasing employment with the transmitter; and
(b)(iii) Which recognises the period of continuous service which the Employee had with the transmitter and any prior transmitter to be continuous service of the Employee with the transmittee.

63.2 **Employees Exempted**

- (i) This clause will not apply to Employees with less than 1 year's continuous service. The general obligation on the Y will be no more than to give such Employees an indication of the impending redundancy at the first reasonable opportunity and to take such steps as may be reasonable to facilitate the obtaining by the Employees of suitable alternative employment.
- (ii) This clause does not apply to:
 - (a) Employees terminated as a consequence of misconduct that justifies summary dismissal (termination without notice);
 - (b) probationary Employees;
 - (c) trainees;
 - (d) fixed term contracted or temporary Employees;
 - (e) casual Employees.
- (iii) **Incapacity to Pay**
The Y in a particular redundancy case, may make an application to the Commission to have the severance pay referred to in this clause varied on the basis of the Y's incapacity to pay.

64. **REDUNDANCY**

- 64.1.1 (a) "Business" includes trade, process, business or occupation and includes part of any such business.
- (b) "Redundancy" occurs where an The Y has made a definite decision that the Y no longer wishes the job the Employee has been doing done by anyone and that decision leads to the termination of employment of the Employee, except where this is due to the ordinary and customary turnover of labour.
- (c) "Small The Y" means a The Y who employs fewer than 15 Employees.
- (d) "Transmission" includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and transmitted has a corresponding meaning.
- (e) "Weeks pay" means the base rate of pay for the Employee concerned. Provided that such rate will exclude:
 - Overtime;
 - penalty rates;
 - disability allowances;
 - shift allowances;
 - special rates;
 - fares and traveling time allowances;
 - bonuses; and
 - any other ancillary payments of a like nature.

64.2 **Redeployment and Alternative Employment**

- 64.2.1 Where jobs remain in excess to organisational requirements, the overriding aim of the Y wherever practicable, will be to redeploy Employees and find alternative employment for Employees within a reasonable distance from their home, using opportunities arising as a result of normal Employee turnover and attrition, and controlling external appointments.
 - (a) No severance pay will be made by The Y to the Employee in circumstances where The Y obtains acceptable alternative employment for the Employee, whether or not the Employee accepts such alternative employment, or where an Employee is offered acceptable alternative employment with another employer. However, where The Y has exhausted all reasonable redeployment and alternative employment options, or the Employee has not been offered acceptable alternative employment with another employer, redundancy payments will be payable.
- Clause 63.1 applies instead of this clause 64 in circumstances involving transmission of business.

64.3 **Transfer to Lower Paid Duties**

Where an Employee accepts a transfer to lower paid duties through redeployment because of redundancy, the Employee will have no entitlement to severance pay. However, the same period of notice must be given as the Employee would have been entitled to if the employment had been terminated and the Y will make payment in lieu thereof of an amount equal to the difference between the former base rate of pay and the new base rate of pay for the number of weeks of notice still owing.

64.4 Severance Pay

64.4.1 In addition to the period of notice prescribed for ordinary termination, an Employee, other than an Employee of a small The Y as defined in clause 64.1.1(c) whose employment is terminated because of redundancy is entitled to the following amount of severance pay in respect of a period of continuous service:

Period of Continuous Service	Severance Pay
Less than 1 Year	Nil
1 Year and Less than 2 Years	4 Weeks Pay
2 Years and Less than 3 Years	6 Weeks Pay
3 Years and Less than 4 Years	7 Weeks Pay
4 Years and Less than 5 Years	8 Weeks Pay
5 Years and Less than 6 Years	10 Weeks Pay
6 Years and Less than 7 Years	11 Weeks Pay
7 Years and Less than 8 Years	13 Weeks Pay
8 Years and Less than 9 Years	14 Weeks Pay
9 Years and over	16 Weeks Pay

64.4.2 If at the time the Employee's position is made redundant the Y employs fewer than 15 Employees, then irrespective of what is provided for in clause 65.1 above, the maximum amount of severance pay payable for Employees with more than four (4) years' service is eight (8) weeks' pay.

64.4.3 Continuity of service will be calculated in the manner prescribed by this Agreement.

64.5 Leave during Notice Period

64.5.1 An Employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice set out in the Termination of Employment clause of this Agreement. In this circumstance the Employee will be entitled to receive the benefits and payments they would have received under this clause had they remained with the Y until the expiry of the notice, but will not be entitled to payment in lieu of notice.

64.6 Job Search Entitlement

64.6.1 During the period of notice of termination given by the Y, an Employee will be allowed up to 1 days' time off without loss of pay during each week of notice for the purpose of seeking other employment.

64.6.2 If the Employee has been allowed paid leave for more than 1 day during the notice period for the purpose of seeking other employment, the Employee may, at the request of the Y, be required to produce proof of attendance at an interview or they will not receive payment for time absent. For this purpose a statutory declaration will be sufficient.

PART 8- MISCELLANEOUS PROVISIONS

65. EXPIRY OF MINIMUM QUALIFICATIONS

- 65.1 Ongoing employment with the Y is subject to the Employee providing the Y with copies of current minimum qualifications as specified in the Employee's position description.
- 65.2 Casual employees are responsible for the cost of obtaining and/or maintaining the minimum qualifications required and will not be paid for attendance at any course they attend for this purpose.
- 65.3 Full-time and part-time Employees may use their training entitlement as outlined in clause 13 For obtaining and/or maintaining, the minimum qualifications required. Once the training entitlement has been used, full-time and part-time Employees will be responsible for the cost of obtaining and / or maintaining the minimum qualifications required.
- 65.4 It is the responsibility of each Employee to ensure that minimum qualifications are kept up- to-date, however wherever possible, the Y will endeavour to give Employees 4 weeks' notice prior to the expiration date of the Y's file copies of qualifications.
- 65.5 For any period of time that the Employee cannot comply with the standard of minimum qualifications as specified in the position description, the Y may require the Employee to:
- undertake work in a different role if available and offered by the Y;
 - use accrued leave entitlements to take paid leave; or
 - be suspended from duties without pay.

66. CONFIDENTIALITY AND PROPERTY

The Employee hereby covenants and undertakes that:

- 66.1 They will not, either during the period of employment or at any time thereafter (except in the proper course of their duties hereunder or as required by law or the Y) use or disclose to any person any confidential information of or relating to the Y or any person with whom they have come into contact as a result of the employment and will use their best endeavours to prevent the use of or disclosure of any such information by third parties;
- a) They will take all reasonable care in the use of the Y's property and will protect any such property in their care;
 - b) upon termination of the employment (however occurring), will immediately deliver up in good condition (subject to fair wear and tear) to the Y all property belonging to the Y which may be in their possession and/or under their control;
 - c) For the purpose of this clause, "confidential information" includes, but is not necessarily limited to, the Y's proprietary rights, intellectual property and trade secrets, or any information relating to the Y's accounts, business affairs, business and marketing plans and information, clients, computer data and systems, contractors, designs, finances, inventions, manuals, management, management information systems, products, policies, processes, prospects, reports, research, sales plans, service providers, suppliers, transactions; and any data bases, data surveys, drawings, files, photographs, plans, present or potential client/customer lists, records, reports, specifications, software or other documents, material or other information (whether verbal, written, recorded electronically or in any other format), concerning the Y, or any of its Employees, clients, contractors, suppliers or service providers and any other information which is reasonably regarded as confidential being information not in the public domain or known to competitors of the Y (other than as a result of a breach of this clause by the Employee).
 - d) For the purpose of this clause, "property" includes all intellectual property, mobile telephone/s, documents, manuals, programs, computer programs, reports, processes and/or improvements made by the Employee whilst they are employed by the Y.

- e) Any breach of the Employee's obligations under this clause may lead to immediate termination of employment. Nothing in this clause nor in this Agreement will be taken as in any way prohibiting or restricting disclosure of details of this Agreement by any person bound by this Agreement.

67. CONFLICT OF INTEREST

- a) Employees will devote the whole of their time and attention during working hours to their duties as an Employee. An Employee may not, under any circumstances, whether directly or indirectly, undertake any other duties, of whatever kind, during their working hours.
- b) Employees will not engage in any other business activity (including employment) which is similar to or competitive with the business of the Y or which impairs an Employee's ability to act at all times in the best interests of the Y outside their normal hours of work for the Y, unless the Y expressly permits them to do so, in writing. Such consent will not be unreasonably withheld.
- c) All information and rights in relation to programs or activities of the Y generally, either created by the Employee whilst an Employee of the Y or created by any other Employee at the time, or created by other persons for the Y at any time, are confidential to the Y and remain the property of the Y.
- d) During the course of employment with the Y or at any time afterwards, Employees are not permitted to make use of any of those programs or activities referred to in this clause for their own personal benefit or for the personal benefit of other persons without first obtaining the prior written permission of the Y, which will only be granted at the sole discretion of the Y.

68. CONDITIONS OF EMPLOYMENT

- 68.1 Employee required meeting the obligations of employment, which include as outlined in the Letter of Appointment and Position Description as "Conditions of Employment".

69. STAND DOWN CLAUSE

- 69.1 The Y reserves the right to deduct payment for any day or part of a day the Employee cannot usefully be employed because of any strike or through any breakdown in machinery, or any stoppage of work by any cause for which the Y cannot reasonably be held responsible.
- 69.2 In these situations, the Y will attempt to find suitable alternative employment at another Y workplace for the period of stand down.
- 69.3 The standing down of an Employee in accordance with the above does not break the continuity of employment for the purpose of any entitlement.

70. NO EXTRA CLAIMS

- 70.1 Up to the nominal expiry date of this Agreement, the Y, the Union and the Employees will not pursue any extra claims relating to wages or changes to conditions of employment or any matters related to the employment of the Employees, whether dealt with in this Agreement or not

71. SCHEDULES

[Schedule A- Classification Definitions](#)

[Schedule B- Wage Rates Table](#)

[Schedule C- Allowance Table](#)

[Schedule D- Miscellaneous Award \[MA000104\]- Supported Wage Scheme](#)

[Schedule E- Miscellaneous Award \[MA1000104\] - National Training Rates](#)

72. SCHEDULE A- CLASSIFICATION DEFINITIONS

Y GEELONG ENTERPRISE AGREEMENT 2024 NEW CLASSIFICATION INTRODUCTION AND PROGRESSION RULE FROM OCTOBER 2024

Y Geelong new classification system will commence 21st October 2024 with the aim to recognise work value, simplify the current classification structure and to either improve entry levels for some roles or to consolidate classifications.

New classification system:

- Children Services -Education and Care (EC grades)
- Camping and Recreation (CR grades)
- Y Band - Specialist (YB grades)
- Youth and Community (YC grades)

Progress Points:

Progression commences from 21st October 2024 as the based start date for years of service under this agreement. Refer to each sectors progress criteria.

How are the classification transitioning?

Recreation

If your current grade is RE 1(\$23.29) or a RE 2 (\$23.47), you will move to the new CR 1.1, this means the current RE 1 will be removed as the entry level for those indicative roles and they will commence at the CR 1.1 (\$24.30 based off 2.5%), which will be equivalent to the respective rate rise for RE 2.

Classification - Transitional Grades and Pay Rates

Camping and Recreation

Current class	Current rate from July 2023	22 April 2024 1% rate	21 Oct 2024 1.8% rate	21 Oct 2024 Classification
RE 1/CA2	\$23.29	\$23.52	\$24.13	CR 1.1
CA 1	\$22.66	\$22.89	\$24.13	
RE 2	\$23.47	\$23.70	\$24.13	
RE 3/CA3	\$ 24.93	\$25.18	\$25.63	CR1.2
RE 4	\$ 25.30	\$25.55	\$27.40	CR 2.1
CA3A	\$25.45	\$25.70	\$27.40	CR 2.1
RE 5	\$ 27.33	\$27.60	\$28.10	CR 2.2
RE 5A/RE 5B/CA4	\$ 28.64	\$28.93	\$29.45	CR 3.1
RE 5C/CA5/CA6	\$ 29.92	\$30.22	\$30.76	CR 3.2
RE 6	\$ 30.19	\$30.49	\$32.39	CR 4.1
SS3	\$29.99	\$30.29	\$32.39	
SS4	\$31.50	\$31.82	\$32.39	
SS5	\$ 33.09	\$33.42	\$34.02	CR 4.2
SS6	\$ 35.56	\$35.92	\$36.56	CR 5.1
SE4	\$ 36.25	\$36.61	\$37.27	CR 5.2

Camping and Recreation (CR grades) Progression Points

When competency is reached at that the existing level + 12months experience at the level, or 19 hours or less 24months+ attendance at in service/in-house training

Movement to a higher classification will only occur by way of promotion or re-classification.

Education and Care

If your current rate is CS 2.1, you will move to EC 1.1, which means the entry level for a Certificate III employee will be removed as the entry level for those indicative roles and they will commence at the EC 1.1 (\$28.12 based off 2.5%), however with the new progression the employee will move to EC1.2 which is equivalent to a CS 2.3 therefore the CS 2.2 will be skipped as the EC 1.2 will translate to the CS 2.3.

Classification - Transitional Grades and Pay Rates

Education and Care

Current class	Current rate from July 2023	22 April 2024 1% rate	21 Oct 2024 1.8% rate	21 Oct 2024 Classification
CS 2.1	\$26.25	\$26.51	\$27.93	EC 1.1
CS 2.2	\$27.16	\$27.43	\$27.93	
CS 2.3	\$28.01	\$28.29	\$28.80	EC 1.2
CS 3.1	\$29.56	\$29.86	\$30.39	EC 2.1
New Grade for Progression		\$31.23	\$31.79	EC 2.2
CS 4.1	\$30.92	\$31.22	\$32.28	EC 3.1
CS 4.2	\$31.40	\$31.71	\$32.28	
CS 4.3	\$31.86	\$32.18	\$32.76	EC 3.2
New Grade for Progression		\$33.13	\$33.72	EC 4.1
New Grade for Progression		\$33.59	\$34.20	EC 4.2
CS 6.1	\$37.28	\$37.65	\$38.81	EC 5.1
CS 6.2	\$37.75	\$38.13	\$38.81	EC 5.1
CS 6.3	\$38.22	\$38.60	\$39.30	EC 5.2
CS 6.4	\$39.64	\$40.04	\$40.76	EC 5.3
CS 6.5	\$40.00	\$40.40	\$41.13	EC 5.4
CS 6.6	\$40.48	\$40.88	\$42.11	EC 5.5
CS 6.7		\$42.31	\$43.07	EC 5.6

Children Services -Education and Care (EC grades) Progression Points

When competency is reached at that the existing level + 12months experience at the level, or 19 hours or less 24 months plus attendance at in-service/in-house training

Movement to a higher classification will only occur by way of promotion or re-classification.

Y Band (Specialists)

YB will replace Senior Specialist Grades (SS)

Eg: If you are currently graded SS3, you will move to the new YB 1.1

Classification - Transitional Grades and Pay Rates

Y Band (Specialists)

Current class	Current rate from July 2023	22 April 2024 1% rate	21 Oct 2024 1.8% rate	21 Oct 2024 Classification
SS 1	\$29.14	\$29.43	Deleted grade	
SS 2	\$29.75	\$30.05		
SS 3	\$29.99	\$30.29	\$30.84	YB 1.1
New Grade for Progression		\$30.74	\$31.30	YB 1.2
SS 4	\$31.50	\$31.82	\$32.39	YB 2.1
New Grade for Progression		\$32.62	\$33.21	YB 2.2
SS 5	\$33.09	\$33.42	\$34.02	YB 3.1
New Grade for Progression		\$34.66	\$35.29	YB 3.2
SS 6	\$35.56	\$35.92	\$36.56	YB 4.1
New Grade for Progression		\$37.00	\$37.66	YB 4.2
SS 7	\$37.69	\$38.07	\$38.75	YB 5.1
New Grade for Progression		\$39.17	\$39.87	YB 5.2
SS 8	\$39.94	\$40.34	\$41.07	YB 5.3
New Grade for Progression		\$41.54	\$42.29	YB 5.4
New Grade for Progression		\$43.34	\$44.12	YB 5.5
SE 8	\$45.11	\$45.56	\$46.38	YB 5.6

Y Band - Specialist Grade (YB Grades) Progression Point

Progression will be assessed on a minimum of 2 years in the role and an attainment of the competencies and KPI's related to the role plus attendance at in-service/in-house training

Movement to a higher classification will only occur by way of promotion or re-classification.

Youth and Community Services

This is a new classification system

Classification - Transitional Grades and Pay Rates

Youth and Community (YC)

Current class	Current rate from July 2023	22 April 2024 1% rate	21 Oct 2024 1.8% rate	21 Oct 2024 Classification
New Grade rate		\$25.53	\$25.99	YC 1.1
Progression point		\$26.44	\$26.92	YC 1.2
New Grade rate		\$33.55	\$34.16	YC 2.1
Progression point		\$35.49	\$36.13	YC 2.2
New Grade rate		\$37.40	\$38.07	YC 3.1
Progression point		\$38.99	\$39.69	YC 3.2
New Grade rate		\$43.03	\$43.80	YC 4.1
Progression point		\$45.13	\$45.94	YC 4.2

YC - Grade (YC Grades) Progression Point

Progression will be assessed on a minimum of 2 years in the role and an attainment of the Competencies and KPI's related to the role plus attendance at in-service/in-house training

Movement to a higher classification will only occur by way of promotion or re-classification.



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inspired young people

73. SCHEDULE B- WAGE RATES TABLE- APRIL 2024

APRIL 2024 RATES

EDUCATION AND CARE - OSHC EMPLOYEES

Current Classification	CS 2.1	CS 2.2	CS 2.3	CS 3.1	CS 4.1	CS 4.3	CS 6.1	CS6.2	CS 6.3	CS 6.4	CS 6.5	CS 6.6
Casual hourly rate (25% loading)	32.81	34.29	35.36	37.33	39.64	40.23	47.06	47.65	48.24	50.05	50.50	51.20
Permanent hourly base rate	26.25	27.43	28.29	29.86	31.22	32.18	37.65	38.13	38.60	40.04	40.40	40.88

RECREATION EMPLOYEES

Current Classification	RE 1	RE 2	RE 3	RE 4	RE 5	RE 5A	RE 5B	RE 5C	RE 6
Casual hourly rate (25% loading)	29.40	29.63	31.48	31.94	34.50	36.16	36.16	37.78	38.11
Permanent hourly base rate	23.52	23.70	25.18	25.55	27.60	28.93	28.93	30.22	30.49



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RECREATION - Senior & Specialist - Staff					
Current Classification	SS 3	SS 4	SS 5	SS 6	SE4
Casual hourly rate (25% loading)	37.86	39.78	41.78	44.90	45.45
Permanent hourly base rate	30.29	31.82	33.42	35.92	36.61

CAMPING EMPLOYEES					
Current Classification	CA 1	CA 2	CA 3	CA 3A	CA 4
Casual hourly rate (25% loading)	28.61	29.40	31.48	32.13	36.16
Permanent hourly base rate	22.89	23.52	25.18	25.70	28.93



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74. SCHEDULE B- WAGE RATES TABLE- OCTOBER 2024
Classification Progression will beginning 21st October 2024 are as follows:

OCTOBER 2024 RATES

EC Grades - Children's Services

New Classification	EC 1.1	EC 1.2	EC 2.1	EC 2.2	EC 3.1	EC 3.2	EC 4.1	EC 4.2	EC 5.1	EC 5.2	EC 5.3	EC 5.4	EC 5.5	EC 5.6
Casual hourly rate (25% loading)	34.91	36.00	37.99	39.74	40.35	40.95	42.15	42.75	48.51	49.13	50.95	51.41	52.64	53.84
Permanent hourly base rate	27.93	28.80	30.39	31.79	32.28	32.76	33.72	34.20	38.81	39.30	40.76	41.13	42.11	43.07

CR Grades - Camping and Recreation

New Classification	CR 1.1	CR 1.2	CR 2.1	CR 2.2	CR 3.1	CR 3.2	CR 4.1	CR 4.2	CR 5.1	CR 5.2
Casual hourly rate (25% loading)	30.16	32.04	34.25	35.13	36.81	38.44	40.09	42.11	45.25	46.13
Permanent hourly base rate	24.13	25.63	27.40	28.10	29.45	30.76	32.39	34.02	36.56	37.27



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YB- Y Band Specialists

New Classification	YB 1.1	YB 1.2	YB 2.1	YB 2.2	YB 3.1	YB 3.2	YB 4.1	YB 4.2	YB 5.1	YB 5.2	YB 5.3	YB 5.4	YB 5.5	YB 5.6
Casual hourly rate (25% loading)	38.55	39.13	40.49	41.51	42.53	44.11	45.70	46.59	48.44	49.84	51.34	52.86	55.15	57.98
Permanent hourly base rate	30.84	31.30	32.39	33.21	34.02	35.29	36.56	37.27	38.75	39.87	41.07	42.29	44.12	46.38

YC Grades - Youth Services

New Classification	YB 1.1	YB 1.2	YB 2.1	YB 2.2	YB 3.1	YB 3.2	YB 4.1	YB 4.2
Casual hourly rate (25% loading)	32.49	33.65	42.70	45.16	47.59	49.61	54.75	57.43
Permanent hourly base rate	25.99	26.92	34.16	36.13	38.07	39.69	43.80	45.94



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75. SCHEDULE B- WAGE RATES TABLE- JULY 2025
Applies from the first full pay period after 1st July 2025

JULY 2025 RATES

EC Grades - Children's Services

New Classification	EC 1.1	EC 1.2	EC 2.1	EC 2.2	EC 3.1	EC 3.2	EC 4.1	EC 4.2	EC 5.1	EC 5.2	EC 5.3	EC 5.4	EC 5.5	EC 5.6
Casual hourly rate (25% loading)	35.71	36.83	38.86	40.65	41.29	41.89	43.13	43.73	49.64	50.25	52.11	52.59	53.85	55.08
Permanent hourly base rate	28.57	29.46	31.09	32.52	33.03	33.51	34.50	34.98	39.71	40.20	41.69	42.07	43.08	44.06

CR Grades - Camping and Recreation

New Classification	CR 1.1	CR 1.2	CR 2.1	CR 2.2	CR 3.1	CR 3.2	CR 4.1	CR 4.2	CR 5.1	CR 5.2
Casual hourly rate (25% loading)	30.86	32.78	35.04	35.94	37.65	39.34	41.41	43.50	46.75	47.66
Permanent hourly base rate	24.69	26.22	28.03	28.75	30.12	31.47	33.13	34.80	37.40	38.13



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**YB- Y Band
Specialists**

New Classification	YB 1.1	YB 1.2	YB 2.1	YB 2.2	YB 3.1	YB 3.2	YB 4.1	YB 4.2	YB 5.1	YB 5.2	YB 5.3	YB 5.4	YB 5.5	YB 5.6
Casual hourly rate (25% loading)	39.43	40.03	41.41	42.46	43.50	45.13	46.75	48.16	49.55	50.99	52.51	54.08	56.41	59.31
Permanent hourly base rate	31.54	32.02	33.13	33.97	34.80	36.10	37.40	38.53	39.64	40.79	42.01	43.26	45.13	47.45

**YC Grades - Youth
Services**

New Classification	YB 1.1	YB 1.2	YB 2.1	YB 2.2	YB 3.1	YB 3.2	YB 4.1	YB 4.2
Casual hourly rate (25% loading)	33.24	34.42	43.68	46.20	48.69	50.75	56.01	58.74
Permanent hourly base rate	26.59	27.54	34.94	36.96	38.95	40.60	44.81	47.00



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76. SCHEDULE B- WAGE RATES TABLE- JULY 2026
Applies from the first full pay period after 1st July 2026

JULY 2026 RATES

EC Grades - Children's Services

New Classification	EC 1.1	EC 1.2	EC 2.1	EC 2.2	EC 3.1	EC 3.2	EC 4.1	EC 4.2	EC 5.1	EC 5.2	EC 5.3	EC 5.4	EC 5.5	EC 5.6
Casual hourly rate (25% loading)	36.53	37.68	39.76	41.59	42.24	42.85	44.11	44.74	50.78	51.41	53.31	53.80	55.09	56.34
Permanent hourly base rate	29.22	30.14	31.81	33.27	33.79	34.28	35.29	35.79	40.62	41.13	42.65	43.04	44.07	45.07

CR Grades - Camping and Recreation

New Classification	CR 1.1	CR 1.2	CR 2.1	CR 2.2	CR 3.1	CR 3.2	CR 4.1	CR 4.2	CR 5.1	CR 5.2
Casual hourly rate (25% loading)	31.56	33.54	35.84	36.76	38.53	40.24	42.37	44.51	47.83	48.76
Permanent hourly base rate	25.25	26.83	28.68	29.41	30.82	32.19	33.89	35.61	38.26	39.01



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YB- Y Band Specialists

New Classification	YB 1.1	YB 1.2	YB 2.1	YB 2.2	YB 3.1	YB 3.2	YB 4.1	YB 4.2	YB 5.1	YB 5.2	YB 5.3	YB 5.4	YB 5.5	YB 5.6
Casual hourly rate (25% loading)	40.34	40.94	42.36	43.45	44.51	46.16	47.83	49.26	50.70	52.16	53.73	55.33	57.71	60.68
Permanent hourly base rate	32.27	32.75	33.89	34.76	35.61	36.93	38.26	39.41	40.56	41.73	42.98	44.26	46.17	48.54

YC Grades - Youth Services

New Classification	YB 1.1	YB 1.2	YB 2.1	YB 2.2	YB 3.1	YB 3.2	YB 4.1	YB 4.2
Casual hourly rate (25% loading)	34.00	35.21	44.68	47.26	49.81	51.92	57.30	60.10
Permanent hourly base rate	27.20	28.17	35.71	37.81	39.85	41.53	45.84	48.08

77. SCHEDULE C- ALLOWANCE TABLE

Expense-related allowances


The following expense-related allowances will be payable to employees in accordance with clause 38

Allowance	Clause	\$	Payable
Broken shift allowance	31.1.3	18.00	per day
Meal allowance— for hours work more than 10 hours per day	38.1 (a)	16.00	per occasion
Travel time allowance	38.1 (b)	Base rate	hourly
Vehicle allowance—Own motor vehicle	38.1 (c)	0.96	per km
Vehicle allowance—Own motorcycle	38.1 (c)	0.31	per km
Standby/On Call Allowance	35	\$22.81 Monday– Friday \$45.17 Friday – Monday	per 24 hour period
Residential Allowance overnight	35.3	\$40.00	Per night
Time in Lieu payout rate	33.5	Base rate 150%	
Leadership Allowance (Education and Care Sector)	38.1 (d)	\$4,253.32 \$2.15per	Per annum – 38 hrs per week Educational Leader position Prorata per hour

YMCA Geelong Enterprise Agreement 2024

Signed for and on behalf of Young Men's Christian Association of Geelong Incorporated (Y Geelong)

Signature of Authorised Person: 

Signature of Witness: 

Name of Witness: Emily Watson

Name of Authorised Person: Shona Casey-Eland

Date: 16/05/2024

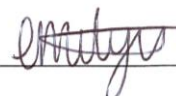
Position held: Chief Executive Officer

Address: c/- 25-33 Riversdale Road, Newtown Vic 3220

Date: 16/05/2024

Signed on behalf of representative which is a party to the Young Men's Christian Association of Geelong Incorporated (Y Geelong) and the YMCA Geelong Enterprise Agreement 2024

Signature of Representative: 

Signature of Witness: 

Name of Witness: Emily Watson

Name of Representative: Lisa Trethowan

Date: 16/05/2024

Explanation of person's authority to sign:

Employee of YMCA Geelong Inc and Bargaining Representative for YMCA Geelong Enterprise Agreement 2024

Address: c/- 25-33 Riversdale Road, Newtown Vic 3220

Date: 16/05/2024



THE Y GEELONG EMPLOYEE AGREEMENT 2024

25 Riversdale Road, Newtown

geelong@ymca.org.au

5223 2714

