



the **Y**

The Y Ballarat

ENTERPRISE

AGREEMENT

2024

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APPLICATION AND OPERATION OF AGREEMENT

1. AGREEMENT TITLE

- 1) This Agreement will be known as the Y Ballarat Enterprise Agreement 2024 (“the Agreement”).

2. COVERAGE, PARTIES AND PERSONS BOUND

- a) This Agreement is made between, and is binding upon:
 - (1) YMCA of Ballarat, Inc ABN 47 539 957 592, and other associated entities (“the Employer”); and
 - (2) Employees of The Y Ballarat, as defined at clause 3.b below.
- b) 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, **excluding** Executive Employees, Board members and staff covered under the Victorian Early Childhood Teachers and Educators Agreement 2020 (VECTEA) as varied from time to time.

3. COMMENCEMENT DATE AND PERIOD OF OPERATION

- a) This Agreement will operate from 22 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 21 April 2027.

4. TERMS OF AGREEMENT

- 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 Employer prior to the operation of this Agreement. It also overrides and replaces the YMCA Staff Agreement 2015 - The Young Men's Christian Association of Ararat Inc.
- 2) Where an employment relationship with the Employer 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.
- 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.

5. NATIONAL EMPLOYMENT STANDARDS

- 1) 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.

6. POSTING OF AGREEMENT

- 1) A copy of this Agreement will:
 - a) be made available to all Employees via The Y Ballarat intranet or similar;
 - b) provided to all staff when they commence employment;
 - c) be provided in other formats as requested.

7. INDIVIDUAL FLEXIBILITY ARRANGEMENTS

- 1) The Employer and an Employee may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
 - a) the Agreement deals with 1 or more of the following matters:
 - b) arrangements about when work is performed;
 - c) overtime rates;
 - d) penalty rates;
 - e) allowances;
 - f) leave loading; and
 - g) the arrangement meets the genuine needs of the Employer and the Employee in relation to 1 or more of the matters mentioned in clause 8a and
 - h) the arrangement is genuinely agreed to by the Employer and the Employee.

- 2) The Employer must ensure that the terms of the individual flexibility arrangement:
 - a) are about permitted matters under section 172 of the Act; and
 - b) are not unlawful terms under section 194 of the Act; 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 the Employee; and
 - c) is signed by the Employer and the 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:
 - (1) the terms of the Agreement that will be varied by the arrangement; and
 - (2) how the arrangement will vary the effect of the terms; and
 - (3) how the Employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
 - (4) 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 the Employee may terminate the individual flexibility arrangement:
 - a) by giving the greater of no more than 28 days written notice (or any period of time permitted by the Act) to the other party to the arrangement; or
 - b) if the Employer and Employee agree in writing — at any time.

8. DEFINITIONS

- 1) The following definitions apply to this Agreement
 - a) **“Accrued Day Off”** means the day which an Employee takes off as part of the twenty day roster cycle provided that the Employee is working under the “Full Time - Accrued Day Off System” in clause 24.2 below.
 - b) **“Act”** means the Fair Work Act 2009 (Cth).
 - c) **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 Salary Rates Appendix 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.
 - d) **“Commission”** means the Fair Work Commission.
 - e) **“Continuous Service”**
 - (1) In calculating continuous service, the only absences counted as time worked are the following:
 - (a) paid personal / carer’s leave;
 - (b) long service leave that an Employee takes in accordance with the relevant Long Service Leave Act legislation;
 - (c) paid annual leave;
 - (d) any absence in respect of which an Employee receives or is entitled to receive workers compensation pursuant to an Act of Parliament, but not with respect to any period exceeding 26 weeks in any year of employment;
 - (e) 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:
 - (f) unpaid personal / carer’s leave;
 - (g) leave as the result of an accident;
 - (h) any absence in respect of which an Employee receives or is entitled to receive workers compensation (except for the 26 week period referred to in paragraph 10.1.5(a)(iv) above);
 - (i) leave lawfully granted by the Employer;
 - (j) absence for a reasonable cause (the Employee must prove that the leave was reasonable);

- (k) parental leave; an
- (l) any break in work arising out of the application of the School-Term Based Employees clause.
- (m) Where an Employee is temporarily stood down through no fault of their own, service is not considered to be broken.
- (n) Any other absence from work does not break continuity of service unless the Employer notifies the Employee within fourteen days of the Employee returning to work after the absence. The Employer must tell the Employee in writing. Provided that if an individual Employee is absent, the Employer must tell that Employee by:
 - (i) giving the notice to him or her personally;
 - (ii) posting the notice to their last known address.
 - (iii) It will not break an Employee's continuous service if the Employer breaks or ends the Employee's service in order to avoid the Employer's obligations in respect of leave.
- f) **"Family Violence"** has the meaning as defined in the Act.
- g) **"Immediate family"** includes:
 - (1) Spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the Employee. A de facto spouse means a person who lives with the Employee on a bona fide domestic basis although not legally married: and
 - (2) 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 spouse of the Employee.
- h) **"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.
- i) **"Qualification"** means a certification (eg. certificate, degree, license) awarded on successful completion of a course in recognition of having achieved particular knowledge, skills or competencies.
- j) **"Rostered Day Off"** means a day on which the Employee is not rostered to work.
- k) **"NES"** means the National Employment Standards ("NES") as contained in the Act.
- l) **"Training Session"** means a period of teaching, education, instruction or

professional development.

m) **“Y Ballarat”** means the YMCA of Ballarat, Inc and associated entities.

n) **“Y Workplace”** means any site, establishment, venue or location where the Employer provides services, conducts programs, or as otherwise operates.

BENEFITS

9. ACCESS TO PROGRAMS AND FACILITIES

- a) Employees can access Y programs and facilities at any Y location at a discounted rate, or at their Workplace for free, subject to any exclusions or limitations communicated by the Employer from time to time.

10. EMPLOYEE ASSISTANCE PROGRAM

- a) The Employer will provide its Employees and members of their immediate family or household with access to confidential, professional counselling services to assist with work or personal issues through the Employee Assistance Program (“EAP”).
- b) The Employer will make information available to Employees about availability of the EAP, and will communicate any changes or updates to the EAP, as required.

11. TRAINING, PROFESSIONAL DEVELOPMENT AND STAFF MEETINGS

- a) Both parties acknowledge that improving efficiency, productivity, and competitiveness for the Employer depends on Employees effectively using the training they receive. The Employer will make every effort to ensure that training is provided fairly.
- b) It is beneficial for both parties to identify learning opportunities and for Employees to undergo training aimed at staying up-to-date with advancements in equipment, technology, techniques, procedures, and services used or provided by the Employer.
- c) The Y may mandate or require Employees complete training, which is specific to their role, and/or required under external regulatory obligations.

12. PERFORMANCE / PROFESSIONAL DEVELOPMENT APPRAISAL

- a) All permanent full time and part time employees will be expected to participate in a performance review, conducted annually.
- b) An annual performance and professional development appraisal may be provided to a casual Employee on their request or at the discretion of the relevant Manager, to be conducted at a mutually convenient time.
- c) More frequent professional development appraisals may occur at the discretion of the relevant Manager.

13. TRAINING ENTITLEMENTS

Subject to the conditions of this clause, full-time Employees will be entitled up to 5 paid Training Days per annum

- a) Part-time Employees will be entitled to the same Training Day opportunities as full- time Employees but on a pro rata basis.
- b) Training may be offered through consultation between the Employee and their supervisor and must be approved by the relevant Manager.
- c) For full-time and part-time Employees, where training is determined as mandatory by the Employer, the Employer will meet the full cost of attendance at training courses (i.e. Period of attendance according to course length and course cost).
- d) For casual employees, where training is determined as mandatory by the Employer, the Employer will meet the full cost of attendance at training courses (i.e. Period of attendance according to course length and course cost). This excludes an Employee's attendance at a course to obtain or update a minimum qualification, which remains the responsibility of the Employee under clause Minimum Qualifications.
- e) For all Employees, where training is not determined as mandatory by the Employer, the Employer may nevertheless in its discretion contribute to the cost of attendance at training courses

14. MANDATORY MEETINGS

- a) When the Employer designates meetings as mandatory, the relevant Manager will clearly communicate this in writing to the Employees.

- b) Full-time and Part-time Employees will receive their base rate of pay for attending mandatory meetings.
- c) Casual Employees will receive their base rate of pay for attendance plus the relevant casual loading for attending mandatory meetings.
- d) If an Employee holds multiple positions, they will be paid at their lowest base rate of pay, plus the relevant casual loading for Casual Employees, of any relevant position.
- e) However, if an employee was rostered to work during the period of a mandatory meeting, for their attendance at the meeting the employee will receive the greater of:
 - (1) the payment that would have been received if they had otherwise worked, or
 - (2) the payment set out in clause 11.5.3 above.

15. NON MANDATORY MEETINGS

- a) Employees that are not required to attend meetings but elect to do so, will not be entitled to payment for the duration of the meeting.
- b) Workshops/ Training/ Professional Development
 - (1) 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.

16. SUPERANNUATION

- a) The Employer will meet its obligation to pay superannuation under the Superannuation Guarantee (Administration) Act 1992 and related legislation
- b) All eligible Employees may elect to have their superannuation paid into a complying Superannuation Fund of their choice by completing a 'Choice of Superannuation Fund Standard Choice Form' upon commencement of employment.
- c) If an eligible Employee does not nominate a complying Superannuation Fund when commencing employment, the Employer will request any 'stapled' superannuation details for the Employee from the Australian Taxation Office ("ATO"). If no 'stapled' fund details are provided by the ATO, the HOSTPLUS Superannuation Fund, or such other complying fund that the Employer

determines from time to time, will be the default fund to which contributions are made.

- d) An eligible Employee may choose to change the Superannuation Fund to which contributions are paid on an annual basis.
- e) The Employee's "ordinary time earnings" and the Employer'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 Employer.

17. WORKCOVER (ACCIDENT MAKE-UP PAY)

- a) The Employer 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 Employer pursuant to the provisions of the relevant Accident Compensation Legislation.
- b) "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 where relevant) and the Employee's pre-injury average weekly earnings pursuant to the provisions of the relevant Accident Compensation legislation.
- c) The Employer will pay accident pay during the incapacity of the Employee within the meaning of the relevant Accident Compensation legislation 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.
- d) The liability of the Employer to pay accident pay in accordance with this clause will arise as at the date of injury.
- e) 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 Employer to pay accident pay will cease from the date a lump sum or redemption is paid.
- f) Notwithstanding the provisions of this clause:
 - (1) the liability to pay accident make-up pay to casual Employees, tenured or fixed term Employees, or Employees who retire, will cease at the expiration of such engagement or 26 weeks whichever is the lesser period;
 - (2) 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.

18. UNIFORMS / PROTECTIVE CLOTHING

- a) All Employees must dress appropriately for their position according to a dress code determined by the Employer, and comply with any reasonable requests from the relevant Manager.
- b) Employees required by the Employer to wear specific Y uniforms will receive a certain number of uniform items free of charge as determined by the relevant Manager.
- c) All uniforms provided remain the property of the Employer, and must be returned upon termination of employment.
- d) Casual Employees may be asked to provide a deposit for specific uniform items, which will be refunded within 7 days of returning the items in good condition, excluding normal wear and tear.
- e) Employee are responsible for cleaning and laundering their uniforms at their own expense.
- f) If uniforms are not returned, or are returned in unsatisfactory condition (excluding normal wear and tear), the Employee may be invoiced for the value of the uniform item.
- g) Protective clothing necessary for compliance with occupational health and safety legislation, will be provided to Employees at no cost. These uniforms are for work-related use only and remain the property of the Employer.
- h) If an Employee's clothing is damaged while on duty due to disinfectants or acids (excluding intentional damage or neglect by the Employee), they will be compensated for the value of the damaged clothing

TYPES OF EMPLOYMENT AND CLASSIFICATIONS

19. TYPES OF CLASSIFICATION

- a) The classification structure and definitions for this Agreement are set out in Schedule A – Classification Definitions.
- b) 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

20. GENERAL

- a) At the time of engagement the Employer will inform each Employee of the terms of their engagement and, in particular, in which category he or she is to be employed. Employees under this Agreement will be employed in one of the following categories:
 - (1) a full-time Employee; or
 - (2) a part-time Employee; or
 - (3) casual Employee; or
 - (4) fixed term Employee; or,
 - (5) school term based employee
- b) An Employee may be offered and accept employment in multiple categories, in which case, all engagements will be separately documented.

21. FULL-TIME EMPLOYEE

- a) The ordinary hours of work for a full-time Employee will be an average of 38 hours per week, in accordance with the Hours of Work clause of this Agreement.

22. PART-TIME EMPLOYEE

- a) 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 or less than 76 hours a fortnight, in accordance with the Hours of Work clause of this Agreement.
- b) A part-time Employee will be engaged for an agreed minimum number of hours of work per week, or an agreed minimum number of hours averaged over a 2-week work cycle.
- c) The minimum hours of work of a part-time Employee may be varied by mutual agreement in advance between the Employer and the Employee.
- d) A part-time Employee will be paid for ordinary hours worked at the hourly rate of pay prescribed for the class of work performed. A part-time Employee may be offered additional work at the base rate of pay for hours up to normal full-time hours of 76 hours in a 2-week work cycle.

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

23. CASUAL EMPLOYEE

- a) A casual Employee is an Employee engaged and paid as such.
- b) Casual employees employed in positions which would otherwise be covered by the Children Services Award 2010, Educational Services (Schools) General Staff Award 2020 will be paid and will attend the workplace for a minimum of two (2) hours unless mutually agreed otherwise in writing.
- c) Casual Employees employed in positions which would otherwise be covered by the *Fitness Industry Award 2020, Clerks—Private Sector Award 2020* or will be paid and will attend the workplace for a minimum of three (3) hours unless mutually agreed otherwise in writing.
- d) Casual employees employed in positions which would otherwise be covered by the *Educational Services (Teachers) Award 2020* shall be engaged for a period of not more than 4 consecutive weeks. Casual engagement may be extended by mutual agreement between the teacher and employer provided the total period of the engagement does not exceed a total of 10 weeks.

24. 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
- Volunteer Leave

- a) Where the Employer 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.
- b) Notwithstanding anything to the contrary appearing elsewhere in this Agreement, the services of a casual Employee may be terminated by 1 hour's notice on either side or by the payment or forfeiture of 1 hour's wages as the case

may be.

CASUAL CONVERSION

25. Casual conversion will be in accordance with the NES.

CASUAL LOADING

26. All casual Employees, will be paid for ordinary hours worked at the rate prescribed for the class of work performed, plus a casual loading of 25% unless otherwise specified.

27. FIXED TERM EMPLOYEE

- a) A fixed term Employee will be an Employee who is engaged on either a full-time or part-time basis to work in a position which is either temporary in nature for a specified period of time and/or for a specific project, task or tasks, or to replace an employee absent on authorised leave. This period will not exceed 12 months in length unless mutually agreed between the Employer and the Employee.
 - b) The provisions of the Redundancy clause will have no application to a fixed term Employee.
 - c) 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.
-

28. TERM-BASED EMPLOYEE

- a) 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.
- b) A term based employee may elect to accept an annualised salary, where they receive payment during term breaks as if they were on leave.
- c) Calculating an annualised salary for an employee on leave without pay during non-term weeks :
 - (1) The formula may be used to calculate an annual salary for an employee whose contract of employment makes provision, in writing, for leave without pay during non-term weeks.

(2) The adjusted annual salary for an employee is: **$A = C \times (\text{working weeks} + 4 \text{ weeks' annual leave})$** 52.18

Where:

A means the employee's adjusted annual salary

C means the annual salary (as contained in Clause: Salary rates) for the employee's classification

Working weeks means the number of weeks that the employee is required to work

- d) If work in a different role is not offered, or not accepted by the Employee, and the Employee has not accepted an annualised salary, then the Employee will be deemed to be on leave without pay. In this circumstance, public holiday entitlement may not apply
- e) 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.

29. POSITION DESCRIPTION

- a) All employees will be provided with a position description which outlines their key areas of responsibility.
- b) Position descriptions should be reviewed annually to ensure relevancy. Position descriptions can be reviewed more frequently if the need arises.

30. PROBATIONARY PERIOD

- a) All Employees will be subject to a probationary period of 6 months upon commencement of employment.. The probationary period will be notified to an Employee before commencement of employment.
- b) During the probationary period, the Employer will review the Employee's employment and will either confirm the continuing employment of the Employee; or will terminate employment.
- c) The Employer or the Employee may terminate the employment during the probationary period by giving the other party 1 week's notice.

31. CONSULTATION REGARDING MAJOR WORKPLACE CHANGE

- 1) Y Ballarat to Notify
 - a) Where the Y Ballarat has made a definite decision to make changes that are likely to have significant effects on Employees, the Y Ballarat will notify the Employees who may be affected by the changes (the **relevant Employees**) and, at the Employee's request, the Employee's representative (which may include the Employee's union).
 - 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 Ballarat'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.
- 2) The Y Ballarat to discuss change
 - a) The Y will discuss with the relevant Employees affected and, at an Employee's request, the Employee's representative (which may include the Employee's union):
 - (1) the introduction of the changes referred to in sub-clause 21.1;
 - (2) the effects the changes are likely to have on Employees; and
 - (3) measures the Y Ballarat is taking to avert or mitigate the adverse effects of such changes on the relevant Employees.
- 3) The Y Ballarat must give prompt consideration to matters raised by the relevant Employees and/or their representatives in relation to the changes.
- 4) The discussions must commence as early as practicable.
- 5) For the purposes of such discussions, the Y Ballarat will provide in writing to the relevant Employees and, at the Employee's request, to the Employee's representative (which may include the Employee's union):
 - a) all relevant information about the changes including the nature of the changes proposed;
 - b) the expected effects of the changes on the relevant Employees; and
 - c) any other matters likely to affect the relevant Employees.

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

32. CONSULTATION REGARDING A CHANGE TO REGULAR ROSTER OR ORDINARY HOURS OF WORK

- a) The Y Ballarat to notify: Where the Y Ballarat proposes to introduce a change to the regular roster or ordinary hours of work of Employees, the Y Ballarat will notify the relevant Employees and, at the Employee's request, the Employee's representative (which may include the Employee's union) of the proposed change.
- b) The Y Ballarat to discuss change: As soon as practicable after proposing to introduce the change, the Y Ballarat will:
 - (1) provide information to the relevant Employees and, at the Employee's request, to the Employee's representative (which may include the Employee's union) about the change (excluding confidential or commercially sensitive information); and
 - (2) invite the relevant Employees and, at the Employee's request, the Employee's representative (which may include the Employee's union) to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
 - (3) give prompt and genuine consideration to any views given by the relevant Employees and any Employee representative (which may include the Employee's union) about the impact of the change.

33. REQUIREMENT TO ACT IN GOOD FAITH

- a) All parties must act in good faith in relation to the consultation process provided in this clause.
- b) In this clause, 'good faith' means obligations to meet, disclose relevant information, genuinely consider proposals, respond to proposals including reasons for the response, and refrain from capricious or unfair conduct that undermines consultation.

34. DISPUTE RESOLUTION

- 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.

- 2) employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
 - a) 1 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.
 - b) If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.
- 3) 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:
 - (1) arbitrate the dispute; and
 - (2) 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.

- 4) 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:
 - (1) the work is not safe; or

- (2) applicable occupational health and safety legislation would not permit the work to be performed; or
 - (3) the work is not appropriate for the employee to perform; or
 - (4) there are other reasonable grounds for the employee to refuse to comply with the direction.
- c) The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term.

35. ABANDONMENT OF EMPLOYMENT

- a) An Employee may be regarded as having abandoned their employment, if an Employee is absent from work for:
 - (1) 5 days for a full-time Employee; or
 - (2) 3 shifts for part-time and casual Employees
 - (3) and the Employee cannot establish to the satisfaction of the Employer a “reasonable cause” for the absence within this time.
- b) The Employer will take reasonable steps to ascertain the cause of the Employee’s absence prior to terminating employment in accordance with this clause.
- c) Any unauthorised absence from work may be deemed an act of serious misconduct and may initiate the Termination clause of this Agreement

HOURS OF WORK, ROSTERS AND BREAKS

HOURS OF WORK

36. ORDINARY HOURS

- a) The ordinary hours of work for Employees will be:
 - (1) Full-time Employees, no more than an average 38 hours per week to be worked over 76 hours within a 2-week work cycle or 152 hours in a four (4) week period.;
 - (2) Part-time Employees, less than an average of 38 hours per week within a 2-week work cycle;
 - (3) Before commencing employment, the employer and the employee will agree in writing on a regular pattern of work including the number of hours to be worked each week, the day of the week the employee will work and the

starting and finishing times each day. Any mutually agreed variation to the regular pattern of work will be recorded in writing.

- (4) The agreed regular pattern of work may be based on averaging of hours over a period of up to 4 weeks.
- (5) The agreement made in accordance with this clause may subsequently be varied by mutual agreement between the employer and employee in writing. Any such agreement may be ongoing or for a specified period of time.
- b) Casual Employees, variable per week according to organisational demands.
- c) The number of ordinary hours to be worked on any one day for full time and part time Employees will not exceed 10 hours in total, except by mutual agreement between the Employer and an Employee, in which case the total number of hours worked on any one day may be increased to 12 hours.
- d) The number of ordinary hours to be worked on any one day for casual Employees will not exceed 10 hours in total
 - (1) No full-time or part-time Employee will receive less than 2 consecutive days off per week or, alternatively, 4 consecutive days off per fortnight, unless mutually agreed in writing.
 - (2) Ordinary hours may be worked both inside and outside the Span of Ordinary Hours, as further set out below. Only ordinary hours worked outside the Span of Ordinary Hours will attract the penalty rates as set out in this clause.

37. FULL TIME – ACCRUED DAY OFF SYSTEM

- a) Full time Employees who work a fixed 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 relevant Manager to work 8 hours per day with one accrued day off in a 20 day work cycle.
- b) Accrued day off work arrangements must be approved by the relevant Manager before being implemented. All approved work arrangements will be in writing, and set the commencement date of the arrangement and review date(s). The relevant 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.

- c) 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 relevant 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 National Employment Standards.
- d) The Employer may cancel any accrued day off arrangements at its sole discretion.

38. SPAN OF ORDINARY HOURS

- a) 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:
 - (1) 5.00am and 11.00pm Mondays to Fridays (paid at 125% for casual employees), and
 - (2) 6.00am and 9.00pm Saturdays (paid at 125% of the base rate of pay – 130% for casual employees), and
 - (3) 6.00am and 9.00pm Sundays (paid at 150% of the base rate of pay – 130% for casual employees)
- b) 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:
 - (1) 6.00 am and 6.30 pm Mondays to Saturdays, and
 - (2) 6.00 am and 6.30 pm Sundays (paid at 200% of the base rate of pay).
- c) For Employees employed in positions which would otherwise be covered by the *Educational Services (Teachers) Award 2020*, excluding Employees in receipt of a Leadership Allowance, the span of ordinary hours will be:
 - (1) An average of 38 hours per week, averaged across no more than 205 attendance days per calendar year, with hours (and pay) averaged across the calendar year, unless by mutual agreement or in exceptional circumstances.
- d) For Employees employed in positions which would otherwise be covered by the *Educational Services (Teachers) Award 2020*, and who are in receipt of a

Leadership Allowance, the span of ordinary hours will be:

- (1) An average of 38 hours per week, with hours (and pay) averaged across the calendar year.

Business Area	Monday – Friday	Saturday	Sundays
Operational	5.00am and 11.00pm	6.00am and 9.00pm Saturdays (paid at 125% of the base rate of pay)	6.00am and 9.00pm Sundays (paid at 150% of the base rate of pay)
Children Services	6:00am – 6:30pm	6:00am – 6:30pm	6:00am – 6:30pm (paid at 200% of the base rate of pay)
Recreation (Community Recreation)	5.00am and 11.00pm	6.00am and 9.00pm Saturdays (paid at 125% of the base rate of pay)	6.00am and 9.00pm Sundays (paid at 150% of the base rate of pay)
Teachers (non VECTEA)	<p>An average of 38 hours per week, averaged across no more than 205* attendance days per calendar year*, with hours (and pay) averaged across the calendar year, unless by mutual agreement or in exceptional circumstances</p> <p>With exception for teachers in receipt of a leadership allowance may be required to attend during term breaks to undertake leadership responsibilities. Such times will be determined no later than the beginning of the preceding term.</p>		

*The following circumstances are not included when calculating the 205 employee attendance days for school based employees

co-curricular activities that are conducted overnight or outside the ordinary hours expressed above;

school related overseas and interstate trips, conferences and similar activities undertaken by mutual consent during non-term weeks;

when an employee appointed to a leadership position is performing duties in non-term weeks that are directly associated with the leadership position;

under exceptional circumstances, such as the requirement to provide pastoral care to students in the event of a tragedy in the school community, in which an employee may be recalled to perform duties relating to their position.

- e) Where a person's position (e.g. a school administrator or timetabler) requires duties required for either the commencement or closure of the school, in which case those hours will be:
 - (1) adjacent to the start or end of a school term,
 - (2) this expectation will be reflected in the contract related to that position and employee and remuneration will be adjusted to reflect this expectation.

- f) In special circumstances, including but not limited to a heat wave or community event, which require the Y Workplace to remain open for an extended period of time (which may be until the time of opening on the following day), the span of ordinary hours of work will be extended to match the extended opening period. This clause only applies to Y Workplaces managed or operated by the Employer under contract with Local Government and will not be relied upon by a Y Workplace more than once each calendar year.

39. STAFF OCCUPYING OTHER POSITIONS

- a) From time to time, the Y may have available positions in other areas of the Y. Positions available may include a) casual role, b) part time role or c) fixed term role.
 - (1) A member of staff may apply to work in a position of the type set out in above in addition to regular duties.
 - (2) A request by an Employee to work in a position of the type set out in clause 24.1 must be approved in advance by the relevant Manager. A request will only be approved where the arrangements meet the Employer's operational

requirements, allow for adequate breaks between shifts and otherwise comply with the principles for establishing rosters.

- (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.
- b) An Employee who works in a part time position as outlined within the clause will be paid at the appropriate base rate of pay for the classification of the work performed.
- c) An Employee who works in a casual position as outlined within the clause will be paid at the appropriate casual rate of pay for the classification of the work performed.

40. FLEXIBLE WORKING

Note: this clause is read in conjunction with the NES -s65 of the Fair Work Act 2009 (Requests for flexible working arrangements).

- a) 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.
- b) Employee requests must be made in writing, explain the change being requested and the reason for the request.
- c) 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.

All requests will be responded to in writing within 21 days

41. JOB SHARE

- a) The Parties recognise the potential value of using job share arrangements to retain and/or employ skilled employees and improve organisational efficiency.
- b) Job sharing is a system of work in which two or more employees take responsibility for one full-time position dividing work, pay, holidays and other benefits between them according to the time they work. Each employee in a job share arrangement is employed on a permanent part-time basis and accrues leave on a pro rata basis according to the hours worked.
- c) Job share arrangements will only be considered for application where there is no adverse impact on operational requirements and where suitably qualified and experienced applicants are available.
- d) The Parties also recognise that consideration of job share arrangements by management will be on a case-by-case basis and that some positions will not be suitable. 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 Employer is unable to recruit another Employee to fill the vacant Job Share.

ROSTERS

42. ROSTER GENERAL

- a) 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.
- b) The Employer will establish rosters according to the needs of its business and will endeavour to provide reasonable work arrangements for all Employees.
- c) In establishing rosters, the Employer will have regard to the following guidelines and principles:
 - (1) Except in unusual circumstances, rosters will be posted 7 days in advance.
 - (2) Rosters for staff working in Childrens Services will typically be posted 4 weeks in advance
 - (3) Rosters are subject to organisational needs and may be subject to change during the life of the roster.
- d) Provided that the arrangements meet the Employer's operational requirements,

allow for adequate breaks between shifts and otherwise comply with the principles for establishing rosters under this Agreement, Employees are:

- (1) permitted to swap rostered shifts with the approval of their supervisor or the relevant Manager; and
- (2) responsible for covering their rostered shifts, unless:
 - (a) mutually agreed between the Employee and their Supervisor or the relevant Manager; or
- 2) the change in shift is caused by illness of the Employee or a member of their immediate family or household, in which case the Employer will cover the rostered shifts. The Employee must, if required by the Employer, provide a medical certificate from a registered health practitioner, or if it is not reasonably practicable for the Employee to give the Employer a medical certificate then a statutory declaration made by the Employee which complies with the Notice and Evidence Required clauses Split Shifts
 - a) Rostered broken periods of work or split shifts may only be introduced with the agreement of the Employee directly affected.
 - b) A minimum 2 hour break between periods of work within a split shift unless mutually agreed in writing between the relevant Manager and Employee.

43. STAFF RATIOS

- a) The Employer 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.

OVERTIME

44. REASONABLE OVERTIME

- a) An Employer may require an Employee to work reasonable overtime at overtime rates (or for time off in lieu, in accordance with this Agreement).
- b) 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:
 - (1) any risk to Employee health and safety;
 - (2) the Employee's personal circumstances including any family responsibilities;

- (3) the needs of the Y Workplace;
- (4) the notice (if any) given by the Employer of the overtime and by the Employee of their intention to refuse it; and
- (5) any other relevant matter.

45. CALCULATION OF OVERTIME

- a) A full-time Employee will be paid overtime (or receive time off in lieu
- b) for authorised overtime by their Manager for:
 - (1) all work before their rostered commencing time or after their rostered ceasing time on any day (as varied pursuant to clause 25.1.3(b) above);
 - (2) all work on their day(s) off (unless agreement is reached between the Employer and Employee to work additional hours);
 - (3) all work in excess of a total of 10 hours in any one day, (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
 - (4) all work in excess of an average of 38 hours per week, averaged over the relevant period as outlined at clause 26 of this Agreement.
- c) A part-time Employee will be paid overtime (or receive time off in lieu) for:
- d) all work in excess of a total of 10 hours in any one day, (unless the
 - (1) total number of ordinary hours worked on any one day has been increased to 12 hours by mutual agreement with the Employee); or
 - (2) all work in excess of 76 hours in a 2-week work cycle;
 - (3) all work carried out on a day the part-time Employee is not normally rostered unless the Employee has agreed to work that day.

The rate of overtime will be as per the tables below:

All employees (excluding employees otherwise covered by the <i>Fitness Industry Award 2020</i>)		
Overtime period	Overtime rate - full-time and part-time	Overtime rate casual

Monday to Saturday (first 2 hours)	150%	175%
Monday to Saturday (after first 2 hours)	200%	225%
Sunday	200%	225%
Public Holiday	250%	275%

Employees otherwise covered by the <i>Fitness Industry Award 2020</i>		
Overtime period	Overtime rate - full-time and part-time	Overtime rate - casual
Monday to Saturday (first 2 hours)	150%	150%
Monday to Saturday (after first 2 hours)	200%	200%
Sunday	200%	200%
Public Holiday	250%	N/A

46. OVERTIME APPROVED IN ADVANCE

- a) No Employee will perform overtime without the prior approval of the relevant Manager.
- b) Any overtime hours will only be approved when the arrangements meet the Employer's operational requirements, allow for adequate breaks between shifts and otherwise comply with the principles for establishing rosters.

47. TIME OFF IN LIEU OF OVERTIME

- a) The Employer 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 authorised overtime, and such agreement will be recorded in writing. Once this system has been established, all authorised overtime will be compensated by time off in lieu of authorised overtime, except as otherwise set out in this clause.
- b) Following the introduction of a system of time off in lieu of overtime:
 - (1) An Employee may elect, with the consent of the Employer, to take time off in lieu of payment for authorised overtime at a time or times agreed with the Employer.
 - (2) Overtime taken as time off during ordinary hours must be taken as 1.5 hours for each overtime hour worked
 - (3) An Employer must, if requested by an Employee, provide payment at the rate provided for the calculation of overtime as prescribed within this Agreement, for any authorised overtime worked where time off in lieu as prescribed in this clause has not been taken within 4 weeks of accrual.
- c) If an Employee has not had at least 10 consecutive hours break 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 10 consecutive hours off duty without loss of pay.
- d) If the Employee is instructed by the Employer, or required given the circumstances of work, to resume or to continue work without having had 10 consecutive hours off duty after performing overtime, the Employee will be paid at double time until the Employee is released from duty for this period, and the Employee will be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during that absence.

48. MEAL BREAKS AND REST PERIODS

- a) An Employee will be allowed an unpaid meal break of not less than 30 minutes and not more than 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 5 hours without a break for a meal. The default lunch break is 30 minutes, with up to an hour by agreement.
- b) 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.

- c) 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. If an Employee is required by the relevant 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.
- d) No Employee will be required to work longer than 3 hours without a 10 minute paid rest period.
- e) Employees who work 7 hours or more in a day or shift will be entitled to two paid 10 minute rest periods in addition to the unpaid meal break.
- f) An Employee working for more than 3 hours in workplaces where the temperature is over 36 degrees Celsius will be entitled to a 20 minute rest period after each 3 hours worked, without deduction of pay.

49. STANDBY, EMERGENCY WORK AND DISRUPTION

- a) Standby and Emergency work occurs where an Employee is directed by the Employer 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
- b) Any hours an Employee is on standby but is not actually performing work will not be regarded as work which 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.

50. STANDBY

- a) An Employee, who is on standby, is not rostered to work but has been 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 will be paid an allowance equivalent to \$4.50 for each hour during which the Employee is required to standby.
- d) Any arrangement to spend time on standby must be pre-approved by the relevant Manager

51. EMERGENCY WORK

- 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.
- b) Emergency work performed from home or otherwise not at the Y Ballarat 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.
- 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 2 hours payment at time and a half of the base rate of pay.
- 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.
- e) The Employee must provide to the Employer for approval, an accurate record of all time spent on emergency work whether at the Y Workplace or otherwise, before the Employee is entitled to payment for such emergency work.
- f) The Employer 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.
- g) 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 Employer.

52. DISRUPTION

- a) If an Employee has not been requested to be on standby but is disrupted outside of their normal hours of work (or their current rostered hours) in accordance with the provisions of this clause, the Employee will be entitled to be paid in accordance with the Emergency Work subclause of this Agreement..
- b) A “disruption” will be defined as where an Employee is contacted in relation to a work matter by phone or in person (if living on the Employer premises) for a period which lasts in excess of 15 minutes, or is required to perform work which lasts in excess of 15 minutes.

- c) An Employee, who is disrupted in accordance with the provisions of this clause and performs emergency work, will be paid in accordance with the Emergency Work subclause of this Agreement.
- d) This clause does not apply to Employees working in positions which would otherwise be covered by the *Educational Services (Teachers) Award 2020*

ALLOWANCES

HIGHER DUTIES ALLOWANCE

53. HIGHER DUTIES

- a) An Employee who is required by the Employer to perform the duties of another Employee at a higher classification for 2 or more consecutive working days or shifts will be paid a higher duties allowance for the period for which duties are assumed.
- b) A request to perform higher duties must be provided in writing and authorised by the relevant 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.
- c) The amount of the higher duties allowance will be determined by the relevant supervisor, and approved by the relevant Manager. The higher duties payment will be proportionate to the level of duties performed by the Employee.
- d) This clause will not apply if the Employee is undertaking such higher-level work for training or professional development purposes only.

54. MIXED FUNCTIONS

- a) The nature of the industry is such that Employees may be rostered by an Employer 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.

55. LEADERSHIP ALLOWANCE

- a) May be payable to a nominated employee within the Education Care and Schools classification structure only.

- b) Employees who would otherwise be covered by the *Educational Services (Teachers) Award 2020* or the *Children's Services Award 2010* may be eligible to be paid a leadership allowance of up to \$4253.32 per annum pro rata.
- c) An allowance is linked to a position of leadership rather than tied to an individual Employee.

56. MEAL ALLOWANCE

- a) An Employee who is required to work 9.5 hours or more in a single shift will be offered an adequate meal by the Employer. If the Employer does not provide the Employee with such meal, the Employee will be paid a meal allowance of \$16.00.

TRAVEL ALLOWANCE

57. PAYMENT OF TRAVEL TIME

- a) The Employer 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.
- b) 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 travelling between home and the new location, to the extent that the time exceeds the time they usually spend in getting to work and returning home.
- c) 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 Employer may offer the Employee payment at their base rate of pay for the time spent travelling between home and the new location, to the extent that the time exceeds the time they usually spend in getting to work and returning home.
- d) Where an Employee is required by the Employer to travel from one workplace to another, all reasonable time taken by the Employee will be paid at their base rate of pay.

58. PAYMENT OF MOTOR VEHICLE ALLOWANCE & TRAVEL ALLOWANCE

- a) An Employee may be required to use their own personal motor vehicle for travel for work purposes. Travel must be by the most direct route and includes:
 - (1) travel between Y Workplaces, and
 - (2) travel between locations in the course of their employment; and

- (3) for full-time or part-time Employees,
- b) 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.
 - c) With pre-approval by the relevant Manager, an Employee who uses their own personal motor vehicle for such travel for work purposes will be paid an allowance per kilometre of \$0.96.
 - d) Where an Employee is required to travel for work purposes, the relevant 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.

59. EMPLOYEE OBLIGATIONS

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

LEAVE AND PUBLIC HOLIDAYS

ANNUAL LEAVE AND LEAVE LOADING

60. AMOUNT OF ANNUAL LEAVE

- a) Full-time Employees will be entitled to four (4) weeks' (equivalent to 152 hours) annual leave for each 12-month period of continuous service with the Employer. Leave will accrue progressively.
- b) Part-time Employees will be entitled to annual leave for each 12 month period of continuous service with the Employer at the same accrual rate as full-time Employees but on a pro rata basis according to time actually worked.

- c) Employees employed in positions which would otherwise be covered by the *Educational Services (Teachers) Award 2020* may be subject to the provisions of the *Educational Services (Teachers) Award 2020* which deal with pro rata payment of salary inclusive of annual leave.

61. TAKING OF ACCRUED ANNUAL LEAVE

- a) Applications requesting periods of annual leave will be made by the Employee in writing on the appropriate form giving at least 14 days notice, where possible.
- b) The application for annual leave will be considered by the Employer where the appropriate notice is provided, with such annual leave being taken at times agreed between the Employer and the Employee, recognising that annual leave will not normally be given during seasonal work periods.
- c) When more than 8 weeks annual leave entitlement has been accrued, the Employer may direct the Employee take up to $\frac{1}{4}$ of the amount of annual leave which is credited to the Employee at the time direction is given, as soon as possible.
- d) 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.
- e) Employees employed in positions which would otherwise be covered by the *Educational Services (Teachers) Award 2020* may be required to take annual leave during non-term weeks. Leave must generally be taken, in the case of an Employee whose employment with the Employer is continuing into the next school year, in the 4-week period immediately following the final term week of the current school year, unless otherwise agreed with the Employer.
- f) Employees may be able to request cashing out of annual leave in accordance with the otherwise applicable award conditions.

62. PAYMENT FOR ANNUAL LEAVE AND LEAVE LOADING

- a) Clause 35 may apply differently for Employees employed in positions which would otherwise be covered by the *Educational Services (Teachers) Award 2020*.
- b) 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.
- c) For each period of annual leave taken, the Employee will be paid for the number of hours at the base rate of pay.

- d) Payment in lieu of annual leave will be made by the Employer on termination of employment of the Employee.

63. PAYMENT FOR ANNUAL LEAVE LOADING

- a) For each period of annual leave taken, the Employee will be paid an additional amount being the greater of:
 - (1) leave loading of 17.5%; or
 - (2) 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;
- b) Clause 31.4 may apply differently for Employees employed in positions which would otherwise be covered by the *Educational Services (Teachers) Award 2020*.
- c) 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.

64. ANNUAL LEAVE EXCLUSIVE OF PUBLIC HOLIDAYS

- a) 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.
- b) 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.

65. TEMPORARY CLOSING TO ALLOW ANNUAL LEAVE

- a) Where an Employer 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, an Employer will give to the Employees concerned at least 1 month's notice in writing.
- b) Provided that where an Employee has insufficient accrued annual leave, and in conjunction with any eligibility for End of Year Closure Leave, the Employee will be given the option of:
 - (1) taking leave without pay; or

- (2) at the Employer's sole discretion:
 - (3) taking annual leave in advance,
 - (4) or if possible or available, working during the period of close-down.
- c) 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.

66. END OF YEAR CLOSURE LEAVE

- a) Full-time and Part-time Employees will be eligible for up to three non-cumulative paid leave days (pro-rata entitlement for Part-time) employees, to be taken during the annual end of year closure period between Christmas and New Year.
- b) For the avoidance of doubt, the end of year closure non-cumulate paid leave days are not annual leave days, and will not accumulate if unused, and will not attract annual leave loading.
- c) End of Year Closure Leave will cease to apply at the nominal expiry date of this Agreement.

67. FRACTIONAL EMPLOYMENT CYCLE

- a) A full-time Employee (other than an Employee working under the Accrued Day Off System) may apply to the relevant Manager to work a 48, 49, 50 or 51 week employment cycle in lieu of a 52-week employment cycle. The Employee will therefore take an additional 1 to 4 week's leave ("fractional leave") per year and to receive 48 to 51 weeks' pay (as appropriate) in lieu of 52 weeks' pay ("the fractional employment cycle").
- b) Based on the needs of the work unit, the relevant Manager may approve or not approve the request. If the relevant Manager approves the request, the fractional employment cycle will commence at a mutually agreed time, and in accordance with the following requirements:
 - (1) The Employee will become a fractional Employee at the appropriate fraction of the Employee's normal full-time equivalent, and will accordingly accrue all employment benefits at the fractional rate. All benefits that the Employee has previously accrued on a full-time basis will be retained.
 - (2) The Employee will be required to take the fractional leave within the relevant 52 week cycle, although it is not necessary that this fractional leave be taken in a single block. Fractional leave will not accrue beyond each 52-week cycle.

- (3) The Employee will apply to take fractional leave well in advance and as early as possible to provide for the adequate re-allocation of their duties. Fractional leave will not be approved if the re-allocation of duties would create an unreasonable workload for other Employees.
- (4) Subject to the requirements of the relevant superannuation scheme, the Employee may choose to maintain the Employer and any Employee contributions on a full-time employment basis, however the Employer will only be obliged to cover the cost of the Employer contributions at the fractional rate.
- (5) The fractional employment cycle is to be reviewed annually. Towards the end of the 52-week cycle, the Employee may apply to continue on the fractional employment cycle. If the Employee decides to revert to full-time status, any fractional leave they have accrued must be taken before converting back to full time status and within the current 52-week period.

PERSONAL LEAVE

68. GENERAL

- a) Full-time and part-time Employees are entitled to personal/carer's leave when they are absent from work in the following circumstances:
 - (1) Due to personal illness or injury (sick leave);
 - (2) To provide care and support for a member of their immediate family, or a member of their household, who requires care and support because of:
 - (3) A personal illness, or injury of the member; or
 - (4) An unexpected emergency affecting the member; (paid or unpaid carer's leave).
- b) An Employee will be entitled to accrue an amount of paid personal/carer's leave for each completed week period of continuous service with the Employer, of $1/26^{\text{th}}$ of the number of nominal hours worked by the Employee for the Employer during that period to a maximum of 38 hours per week (i.e. 10 days per annum for a full-time Employee).
- c) Personal/Carer's Leave accrues on a pro rata basis and is credited as it accrues.
- d) While on paid personal/carer's leave, the Employer must pay the Employee no less than their base rate of pay.

- b) Paid personal/carer's leave is cumulative
- c) Upon the termination of employment for any reason, all unused personal leave entitlements will be extinguished and no payment will be made in lieu thereof.

IMMEDIATE FAMILY OR HOUSEHOLD

The entitlement to carer's or compassionate leave is subject to the person in respect of whom the leave is taken being either

- e) a member of the Employee's immediate family; or
- f) a member of the Employee's household.

69. SICK LEAVE

General

- a) An Employee may take all of their accrued personal / carer's leave as sick leave.
- b) Additional paid days of sick leave may be authorised by the relevant Manager in exceptional circumstances, such as where an Employee is diagnosed with a serious illness.

70. NOTIFICATION AND EVIDENCE REQUIRED

- a) The Employee's entitlement to sick leave is conditional on the Employee notifying the Employer 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. An Employee should inform the Employer of their absence no less than one (1) hour prior to the commencement of the rostered shift or as soon as reasonably practicable (which may be a time after the leave has started).
- b) The Employee must advise the Employer 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
- c) An Employee will be entitled to a maximum of 3 paid single sick day absences per annum without being required to produce or forward a medical certificate from a registered health practitioner.
 - (1) For absences other than the 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 Employer 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 from a

registered health practitioner or, if it is not reasonably practicable for the Employee to give the Employer 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;

(a) absences of 2 or more consecutive days; or

(b) absences on the working day immediately prior to and/or following a public holiday; or

(c) where the Employee is subject to a disciplinary process.

d) In all other circumstances, the Employer 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 Employer 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.

e) The Employee will not be entitled to take sick 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 Act 2013 (Vic) or any other relevant workers' compensation legislation, except where this is inconsistent with a provision of a law of the Commonwealth, State or Territory.

71. CARER'S LEAVE

a) Paid Carer's Leave

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

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

(3) or, with the consent of the Employer:

(4) use leave without pay;

(5) use annual leave entitlements; or

(6) work “make-up time” as defined within this Agreement.

- b) Additional paid days of carer’s leave may be authorised by the relevant Manager in circumstances a member of an Employees immediate family or household is diagnosed with a serious illness and requires their care and support.

72. NOTIFICATION AND EVIDENCE REQUIRED

- a) To be entitled to carer’s leave during a period, the Employee will, as soon as reasonably practical, give the Employer notice of their inability to attend for duty, unless the Employee cannot comply due to circumstances beyond their control.
- 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 or a member of their household 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.
- c) If required by the Employer, and unless the Employee could not comply due to circumstances beyond their control, the Employee must provide:
 - (1) 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;
 - (2) If the care or support is required because of an unexpected emergency affecting the member – a statutory declaration made by the Employee.
 - (3) 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.
 - (4) If the relevant documentation is a statutory declaration, it must include a statement to the effect that the Employee 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.

73. UNPAID CARERS LEAVE

- a) 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 or household 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.

- b) The same notification and documentation requirements as apply to paid carer's leave above will apply to unpaid carer's leave.
- c) 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.

74. COMPASSIONATE LEAVE

- a) The Employer allows up to three (3) days' paid compassionate leave on each occasion when a member of an Employee's immediate family or household:
 - b) contracts or develops a personal illness that poses a serious threat to their life; or
 - c) sustains a personal injury that poses a serious threat to their life; or
 - d) dies
- e) The three (3) days need not be consecutive.
- f) Upon the death of an extended family member or friend, the Employer may approve compassionate leave up to the equivalent of one (1) ordinary days' work, on each occasion.
- g) Additional paid days of compassionate leave, or leave without pay, may be authorised by the relevant Manager for other pressing circumstances surrounding bereavement.

75. NOTIFICATION AND EVIDENCE REQUIRED

- a) The Employee must provide the Employer with such evidence of the illness, injury or death as the Employer reasonably requires.
- b) Compassionate leave does not accumulate from year to year.

76. LONG SERVICE LEAVE

- a) 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.
- b) An Employee who completes 7 years of continuous service with the Employer will be entitled to pro rata long service leave based on the accrual rate in the relevant long service legislation.

- c) An Employee who completes 10 years of continuous service with the Employer will be entitled to long service leave of 10 weeks.
- d) Upon the completion of a subsequent 5 years of continuous service (i.e. a total service of 15 years) with the Employer, an Employee will be entitled to an additional 4 weeks paid long service leave, or pro-rata based on this same accrual rate if employment ceases prior to 15 years of service.
- e) Upon the completion of each subsequent 5 years of continuous service (i.e. 20 years and above) with the Employer, 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. An Employee who remains in the employment of the Employer must take their long service leave within 18 months of its accrual, unless otherwise mutually agreed.
- f) Long service leave is portable from any Y Employer in the state of Victoria, providing that the service with the Y is continuous by the Employee moving directly from employment with one Victorian Y Employer to another Victorian Y Employer.
- g) For the purpose of this clause “continuous service” with the Y means the same as set out in the relevant long service leave legislation.

77. DONOR LEAVE

- a) An Employee who is required to be absent during ordinary working hours to act as a donor (including but not exclusive to donating blood but not including donation of time) will not suffer any deduction of pay up to a maximum of 2 hours on each occasion.
- b) Employees will be entitled to a maximum of 4 separate absences for the purpose of acting as a donor in each calendar year.
- c) Employees will notify the relevant Manager as soon as possible of the time and date upon which they are requesting to be absent and wherever possible will arrange for their absence to be on a day and at a time suitable to the relevant Manager.
- d) Proof of the attendance of the Employee at a recognised place for the purpose of acting as a donor, and the duration of such attendance, may be required to the satisfaction of the relevant Manager.

PARENTAL LEAVE

78. GENERAL

- a) Subject to the terms of this clause, Employees are entitled to parental leave under the National Employment Standards.
- b) The provisions of this clause apply to full-time, part-time and eligible casual Employees, but do not apply to other casual Employees.

79. PRIMARY CARER'S LEAVE

- a) Primary Carer's Leave is for the mother or the primary care-giver of the child.
- b) After 12 months continuous service, full-time and part-time Employees are entitled to 10 weeks paid primary carer's leave and 42 weeks unpaid primary carer's leave to 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.

80. SECONDARY CARER'S LEAVE

- a) Secondary Carer's Leave is for the secondary care-giver of a child.
- b) After 12 months continuous service, full-time and part-time Employees are entitled to 2 weeks paid secondary carer's leave and 50 weeks unpaid secondary carer's leave to 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 secondary carer's leave not exceeding the child's first birthday.

81. ADOPTION LEAVE

- a) After 12 months continuous service, full-time and part-time Employees are entitled to:
 - (1) Leave in accordance with the Primary Carer's Leave entitlement if they are to become the primary care-giver of the child; and
 - (2) Leave in accordance with the Secondary Carer's Leave entitlement if they are to become the secondary care-giver of the child.
- b) After 12 months continuous service, eligible casual Employees are entitled to 52 weeks unpaid adoption leave.

82. CONVERSION FROM SECONDARY CARER'S LEAVE

- a) An employee who is eligible for Secondary Carer's Leave may convert to

Primary Carer's 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.

- b) Employees who have already commenced Secondary Carer's Leave may convert to Primary Carer's 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 Carer's Leave entitlement minus any time already taken as the secondary care-giver.
- c) In a conversion as described above, entitlements to Primary Carer's Leave only apply whilst the employee remains the primary care-giver for the child concerned.

83. PARENTAL LEAVE AT HALF PAY

- a) The Employee is entitled to take paid 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.

84. RIGHT TO REQUEST

- a) An Employee entitled to parental leave pursuant to the provisions of this clause may request the Employer to allow the Employee:
 - (1) to extend the period of unpaid parental leave by a further continuous period of leave not exceeding 12 months;
 - (2) 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.
- b) The Employer 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 employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

85. LEAVE WITHOUT PAY

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

- b) The relevant Manager may approve such leave without pay, after considering the effect on the workplace and the Employer's business.
- c) Superannuation, annual leave and sick leave benefits, and public holiday entitlements will not accrue whilst leave without pay is being taken.
- d) Leave without pay may be granted for up to 52 weeks.

COMMUNITY SERVICES LEAVE

86. 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 they not been on Jury Service to a maximum of 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.

87. COMMUNITY SERVICES LEAVE

Other Community Service Leave will be provided in accordance with the NES.

PUBLIC HOLIDAYS

88. GENERAL

- a) Employees other than casual Employees will be entitled to the following holidays without deduction of pay:
 - (1) New Year's Day;
 - (2) Australia Day;
 - (3) Labour Day;
 - (4) Good Friday;
 - (5) Easter Saturday;
 - (6) Easter Monday;
 - (7) Anzac Day;
 - (8) Monarch's Birthday;
 - (9) Melbourne Cup Day (or alternative local Cup Day);
 - (10) Christmas Day;

- (11) Boxing Day
 - (12) Any other holidays declared or prescribed by, or under, a law of a State or Territory in which the Agreement operates.
- b) For a public holiday falling on a day which a part-time Employee would normally have been required to work, such Employee will be entitled to a holiday, and will be paid at the base hourly rate and for the number of hours he or she would have normally worked.

89. PUBLIC HOLIDAYS FALLING ON SATURDAYS AND SUNDAYS

- a) When Christmas Day is a Saturday or Sunday, a holiday in lieu thereof will be observed on 27 December.
- b) When Boxing Day is a Saturday or Sunday, a holiday in lieu thereof will be observed on 28 December.
- 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.
- d) Anzac Day is to be observed on 25 April and is not substituted for another day if it falls on Saturday or Sunday.

90. SUBSTITUTE DAYS BY AGREEMENT

- a) The Employer and and Employee may agree to substitute another day for:
 - (1) the Easter Monday public holiday; and
 - (2) any public holiday prescribed in the Public Holidays falling on Saturdays and Sundays clause of this Agreement;
 - (3) Australia Day.
- b) An agreement pursuant to this sub-clause will be recorded in writing and available to every affected Employee.

91. WORK ON A PUBLIC HOLIDAY

- a) An Employer may request an Employee to work on a public holiday. The Employee may refuse the request if he or she has reasonable grounds for doing so, as set out in the Act.
- b) If an Employee is required to work on a public holiday, they will be paid double time and a half of their base rate of pay.
- c) Casual employees will be paid for work performed on Public Holidays at the rate of 275% of their base hourly rate, apart from casual employees who would

otherwise be covered by the *Fitness Industry Award 2020*, who will receive payment at 130% of their base hourly rate.

92. ROSTERED DAY OFF OR ACCRUED DAY OFF COINCIDING WITH A PUBLIC HOLIDAY

- a) 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 rostered day off or accrued day off. 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.
- b) An Employer must not alter a part-time Employee's roster so as to avoid any of the provisions of this clause.

93. RELIGIOUS AND CULTURAL LEAVE

The Y values its culturally diverse Employees and understands their various religious, cultural and ceremonial needs.

- a) Managers may help full time and part time Employees observe cultural or religious days by allowing Employees to:
 - (1) Take Annual Leave
 - (2) Take Leave Without Pay
 - (3) Substitute any public holiday prescribed in clause 40 for a cultural or religious day of significance to the Employee
- b) Managers may also allow casual Employees to decline shifts on these days.
- c) The Employer may ask for proof of the Employee's religious, cultural or ceremonial obligations.

94. FAMILY AND DOMESTIC VIOLENCE LEAVE

- a) The Y recognises that an Employee may be a victim of Family and Domestic Violence. Employees may also be the primary caregiver to someone in their Immediate Family experiencing Family Violence. Family Violence may affect an Employee's attendance or performance at work. The Y is committed, where reasonably practicable, to

providing support to Employees that are impacted by Family Violence as set out in this clause.

- b) Examples of the support that will be considered by the Y include:
- (1) changes to an Employee's span of hours or pattern or hours and/or shift patterns;
 - (2) job redesign or changes to duties;
 - (3) relocation to suitable employment within the workplace;
 - (4) changes telephone numbers or email addresses to avoid harassing contact;
 - (5) any other appropriate measures including those available under existing provisions for family friendly and flexible work arrangements.
- c) An employee who is a victim of Family Violence will have access to paid Family Violence leave for a period of up to twenty (20) working days per calendar year over and above their personal leave entitlement for medical appointments, legal proceedings and other activities related to Family Violence. In extenuating circumstances the CEO (or delegate) may approve additional Family Violence leave under the guidance of the HR department.
- 2) An Employee who is the primary caregiver for a member of their Immediate Family experiencing Family Violence will have access to their existing carers leave entitlements.
 - 3) To access the entitlements in this clause, the Y may, at its discretion, request that the Employee provide to the Y relevant supporting evidence that Family Violence is currently occurring, or has occurred, and appropriate evidence must be presented by the Employee in the form of a document from the police, a court, a family violence counsellor or a lawyer, if the Employee wishes to access the benefits in this clause.
 - 4) No detailed personal information concerning the reasons for applying for Family Violence Leave will be placed on an Employee's file without their consent. All such information will be kept confidential by the Y in accordance with Y policies and relevant Legislation.
 - 5) The provision of flexible work arrangements will be considered as outlined under Clause 9 –Individual Flexibility Arrangements.

95. VOLUNTEER LEAVE

- a) The Y values volunteering. To support full-time and part-time employees in their volunteering efforts, Managers may, at the Employer's discretion, grant

one (1) day of paid volunteer leave per calendar year. This leave is for participating in charitable programs.

- b) Employees must submit a written application using the appropriate form for paid volunteer leave, giving at least 14 days' notice whenever possible.
- c) Managers will review the application for paid volunteer leave, considering factors such as its impact on the workplace and the Employer's business. Approval of volunteer leave is at the discretion of the Employer.

TERMINATION OF EMPLOYMENT AND REDUNDANCY

TERMINATION OF EMPLOYMENT

96. NOTICE OF TERMINATION BY EMPLOYER

- a) In order to terminate the employment of a full-time or part-time Employee, the Employer will give the Employee, other than Employees employed in positions which would otherwise be covered by the *Educational Services (Teachers) Award 2020*, the following notice:

Period of Continuous Service

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

Period of Notice

1 Week
2 Weeks Over 3 Years
3 Weeks Over 5 Years
4 Weeks

- b) In addition to the notice stipulated in **clause 96**, Employees over 45 years of age at the time of giving notice, with not less than 2 years continuous service, will be entitled to an additional 1 week's notice.
- c) The Employer will give seven (7) term weeks' notice of termination to Employees (other than casual Employees) employed in positions which would otherwise be covered by the *Educational Services (Teachers) Award 2020*, inclusive of the notice detailed at **clause 96**.
- d) 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 Employer making payment for the remainder of the period of notice
- e) 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 Employer would have become liable to pay to the Employee because of the employment continuing during that period. That total must be calculated on the basis of:

- (1) the Employee's ordinary hours of work (even if not standard hours); and
 - (2) the amounts ordinarily payable to the Employee in respect of those hours, including (for example) allowances, loading and penalties; and
 - (3) any other amounts payable under the Employee's contract of employment.
- f) The period of notice in this clause does not apply:
- (1) in the case of dismissal for serious misconduct (termination without notice) as outlined within this clause;
 - (2) to fixed term Employees;
 - (3) 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;
 - (4) to casual Employees.

97. TERMINATION WITHOUT NOTICE

- a) The Employee's employment may be terminated by the Employer immediately and without notice in the case of dismissal for serious misconduct.

98. NOTICE OF TERMINATION BY AN EMPLOYEE

- a) The notice of termination required to be given by an Employee is the same as that required of an Employer, save and except that there is no requirement on the Employee to give additional notice based on the age of the Employee concerned.
- b) 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*.

99. JOB SEARCH ENTITLEMENT

- a) During the period of notice of termination given by the Employer, an Employee will be allowed up to 1 day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

- b) 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 Employer, 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.

100. STATEMENT OF EMPLOYMENT

- a) The Employer 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.

101. ACCRUED TIME

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

102. TRANSMISSION OF BUSINESS

- a) 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 transmittor or any prior transmittor is deemed to be service with the transmittee 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.

REDUNDANCY

103. DEFINITIONS

- a) “Business” includes trade, process, business or occupation and includes part of

- any such business.
- b) “Redundancy” occurs where an Employer has made a definite decision that the Employer 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 Employer” means an Employer 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:
 - (1) overtime;
 - (2) penalty rates;
 - (3) disability allowances;
 - (4) shift allowances;
 - (5) special rates;
 - (6) fares and travelling time allowances;
 - (7) bonuses; and
 - (8) any other ancillary payments of a like nature.

104. REDEPLOYMENT AND ALTERNATIVE EMPLOYMENT

- a) Where jobs remain in excess to organisational requirements, the overriding aim of the Employer 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.
- b) No severance pay will be made by the Employer to the Employee in circumstances where the Employer 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 Y employer. However, where the Employer has exhausted all reasonable redeployment and alternative employment options, or the Employee has not been offered acceptable alternative employment with another Y employer, redundancy payments will be payable.

- c) Clause 45.7 applies instead of this clause in circumstances involving transmission of business.

105. TRANSFER TO LOWER PAID DUTIES

- a) Where an Employee accepts a transfer to lower paid duties through redeployment by reason 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 Employer 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.

106. SEVERANCE PAY

- a) In addition to the period of notice prescribed for ordinary termination, an Employee, other than an Employee of a small Employer as defined in clause 45.4.2, whose employment is terminated by reason of redundancy is entitled to the following amount of severance pay in respect of a period of continuous service:

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

- b) If at the time the Employee's position is made redundant the Employer employs

fewer than 15 Employees, then irrespective of what is provided for in clause 46.4.1 above, the maximum amount of severance pay payable for Employees with more than 4 years' service is 8 weeks' pay.

- c) Continuity of service will be calculated in the manner prescribed by this Agreement.

107. EMPLOYEE LEAVE DURING NOTICE PERIOD

- a) 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 Employer until the expiry of the notice, but will not be entitled to payment in lieu of notice.

108. JOB SEARCH ENTITLEMENT

- a) During the period of notice of termination given by the Employer, an Employee will be allowed up to 1 day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- b) 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 Employer, 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.

109. TRANSMISSION OF BUSINESS

- a) The provisions of this clause are not applicable where a business is before or after the date of this Agreement, transmitted from an Employer (in this subclause called the transmittor) to another Employer (in this subclause called the transmittee) in any of the following circumstances:
 - (1) Where the Employee accepts employment with the transmittee which recognises the period of continuous service which the Employee had with the transmittor and any prior transmittor to be continuous service of the

Employee with the transmittee;

- (2) Where the Employee rejects an offer of employment with the transmittee:
 - (a) 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 transmittor; and
 - (b) which recognises the period of continuous service which the Employee had with the transmittor and any prior transmittor to be continuous service of the Employee with the transmittee.

110. EMPLOYEES EXEMPTED

- a) This clause will not apply to Employees with less than 1 year's continuous service. The general obligation on the Employer 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.
- b) This clause does not apply to:
 - (1) Employees terminated as a consequence of misconduct that justifies summary dismissal (termination without notice);
 - (2) probationary Employees;
 - (3) trainees;
 - (4) fixed term Employees;
 - (5) casual Employees.

111. INCAPACITY TO PAY

- a) The Employer 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 Employer's incapacity to pay.

MISCELLANEOUS PROVISIONS

112. EXPIRY OF MINIMUM QUALIFICATIONS

- a) Employees must keep their minimum qualifications up-to-date to continue working with the Employer. They need to provide copies of their qualifications as listed in their position description.

- (1) Casual employees have to pay for their own qualifications and will not be paid for any courses they attend to maintain these qualifications.
 - (2) Full-time and part-time Employees can use their training entitlement, as explained in clause 13.3, to obtain or keep the qualifications required.
- b) Employees have to ensure their qualifications are current. The Employer will aim to give them four weeks' notice before their qualifications expire.
- (1) If an Employee can't meet the required qualifications:
 - (2) The Employer might ask them to do a different job if one is available;
 - (3) The Employee can use their accrued leave to take paid time off; or
 - (4) The Employee might be suspended without pay.

113. CONFIDENTIALITY AND PROPERTY

- a) The Employee agrees:
- (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 Employer) use or disclose to any person any confidential information of or relating to the Employer 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;
 - (2) they will take all reasonable care in the use of the Employer's property and will protect any such property in their care;
 - (3) upon termination of the employment (however occurring), will immediately deliver up in good condition (subject to fair wear and tear) to the Employer all property belonging to the Employer which may be in their possession and/or under their control;
- b) For the purpose of this clause, **“confidential information”** includes, but is not necessarily limited to, the Employer's proprietary rights, intellectual property and trade secrets, or any information relating to the Employer'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 Employer, 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 Employer (other than as a result of a breach of this clause by the Employee).

- c) 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 Employer.
- d) Any breach of the Employee’s obligations under this clause may lead to immediate termination of employment.
- e) 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.

114. CONFLICT OF INTEREST

- a) Employees must dedicate their full time and attention to their duties as an Employee during working hours. They are not allowed, under any circumstances, to undertake any other duties, directly or indirectly, during their working hours.
- b) Employees cannot participate in any other business activities (including other employment) that are similar to or compete with the business of the Employer or the Y, or that may affect their ability to act in the best interests of the Employer and the Y outside of their regular work hours, unless expressly permitted by the Employer in writing. Such permission will not be unreasonably withheld.
- c) All information and rights related to programs or activities of the Employer and the Y, whether created by the Employee during their employment or by others, are confidential and belong to the Employer and the Y
- d) Employees are not allowed to use any of the programs or activities mentioned in this clause for their personal benefit or for the benefit of others during their employment or afterwards, without obtaining prior written permission from the Employer, which will be granted at the sole discretion of the Employer.

115. CRIMINAL HISTORY RECORD CHECKS & WORKING WITH CHILDREN CHECK

- a) Employment with the Employer may be subject to a Working with Children Check and a National and International Criminal History Information Check in accordance with the Y Criminal History Check Policy and Procedures, as varied

from time to time.

- b) Employees may be required to undergo a re-check of their National (or International) Criminal History Information during their employment with the Employer. If the result of the check indicated that the Employee cannot perform the inherent requirements of the job, the Employee's employment may be immediately terminated under clause 44.2 of the Agreement.

116. STAND DOWN CLAUSE

- a) The Employer 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 Employer cannot reasonably be held responsible.
- b) In these situations, the Employer will attempt to find suitable alternative employment at another Y workplace for the period of stand down.
- c) The standing down of an Employee in accordance with the above does not break the continuity of employment for the purpose of any entitlement.

CLASSIFICATIONS AND SALARY RATES

117. GENERAL

- a) Classification tables are provided in accordance with the following areas of work (refer to Schedule A for area of work details and salary grading):

Area of Work
Y Support Services (Y Grades)
Y Recreation Classification (CR grade)
Y Education Care Classification (EC grade)
Y Youth

- b) The classification structure enhances the career opportunities for staff and

provides greater clarification of the diversity of roles across the organisation.

118. TRANSLATION OF THE CLASSIFICATION STRUCTURE

- a) All classifications for existing staff will be confirmed by the Employer within 6 months of the commencement of this Agreement.
- b) Any classification alterations will be effective from (or backdated to) the first full pay period on or after 1 July 2024.
- c) 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 Employer and provided with appropriate training and/or support.
- d) Any disputes regarding classifications must be dealt with in accordance with the Dispute Resolution and Grievances clause of this Agreement.

119. SALARY RATES

- a) Schedule B sets out the salary rates for Employees.
 - (1) The salary rates referred to in this clause will be backdated to the first full pay period on or after 22 April 2024.
 - (2) The salary rates for each classification in this Agreement will be increased as outlined at Schedule 1A, and as set out below
 - (3) Increased salary rates referred to above will come into effect as follows:
 - (a) 1.0% from the first full pay period on or after 22 April 2024;
 - (b) A minimum of 1.80% or the classification translation amount (whichever is greater) from the first full pay period on or after 1 July 2024;
 - (c) 2.30% from the first full pay period on or after 1 July 2025; and
 - (d) 2.30% from the first full pay period on or after 1 July 2026.
- b) All salary rates prescribed in this Agreement absorb and replace any increase that may be granted by the Commission during the life of this Agreement
- c) 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.

- (1) 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.
- d) 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 AND CHILD EMPLOYMENT

120. JUNIOR RATES

- a) 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. Higher rates of pay must be authorised by the Employer.
- b) Where the employee is performing work at the expected standard for the role, they will receive Adult rates. Otherwise, the employee will receive Junior rates.

Age	Percentage of Adult Wage
Less than 17 Years	65%
Less than 18 Years	70%
Aged 18 and Over	100%

121. CHILD EMPLOYMENT

- a) Any person under the age of 15 is deemed to be a child in the State of Victoria.
- b) The Employer 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 Y structure. Roles will generally be seen as junior assistant positions.
- c) 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, payment will be in accordance with advice from the Child Employment Officer, Department of Innovation, Industry and Regional Development and the Y Human Resources Department.

TRAINEESHIPS AND SUPPORTED WAGE SYSTEM

122. TRAINEESHIPS

- a) Trainees are engaged in a combined practical work and structured training program that provides individuals with the opportunity to gain a nationally recognised qualification and will be paid in accordance with Schedule E to the *Miscellaneous Award 2020* or in accordance with any Trainee wage rates set out in a relevant industry Award.

123. SUPPORTED WAGE SYSTEM FOR EMPLOYEES WITH DISABILITIES

- b) The Employer will provide a supported wage system for Employees with a disability in accordance with the relevant supported wage clause in any otherwise applicable Award, save that the word “Award” will be read as “Agreement”.

PAYMENT OF SALARIES AND ALLOWANCES

124. GENERAL

- a) Salaries and allowances are to be paid no later than 4 working days after the end of a pay cycle.
- b) Where a payday lands on a public holiday, an Employee will be paid no later than the day before the public holiday.
- c) Salaries and allowances will be paid by direct credit to an Employee’s bank account, unless otherwise mutually agreed between the Employee and the Employer.

125. WAGES OVERPAYMENT/DEBT AND MONIES OWING

- a) In the event that an Employee has received an overpayment of remuneration in excess of their lawful entitlement, the Employer will advise the Employee of the circumstances surrounding the debt, including the process for recovery of the debt, and the proposed recovery rate. The Employer 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.

- b) 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 employer via deduction from that Employee's final payment.

126. SALARY PACKAGING AND DEDUCTIONS

- a) Salary packaging may be offered to Employees in accordance with relevant legislation and Y salary packaging guidelines (which may be varied by the Y from time to time). 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.
- b) The Y salary packaging guidelines are not incorporated into, and do not form part of, this Agreement.
- c) An offer to salary package and the amount that is salary packaged must be authorised by the Employer.

NO EXTRA CLAIMS

- 127. Up to the nominal expiry date of this Agreement, the Employer, 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.

SCHEDULE A: CLASSIFICATIONS

Y Bands (Y Grades)

Y1: Y1 employees perform simple tasks under clear guidance and check-ins, completing assigned work timely and helping new colleagues.

- Completes routine tasks efficiently under supervision.
- Supports team efforts, aiding new staff.
- Adheres to given deadlines and quality standards.

Y2: Y2 employees handle moderately complex tasks, organise their work, and make routine decisions, offering specialist support and possibly leading a small team.

- Manages tasks with moderate complexity independently.
- Organises own workflow within set guidelines.
- Leads a small team, providing coaching and support.

Y3: Y3 employees tackle complex work with some independence, make decisions, offer specialised advice, and may supervise others and manage public interactions.

- Handles complex tasks, making independent decisions.
- Entry level for degree mandatory roles
- Offers policy and specialised advice.
- Supervises a team, with a focus on development and public engagement.

Y4: Y4 employees perform complex work with autonomy, provide expert advice, and may have management roles involving public engagement and stakeholder liaison.

- Undertakes complex, autonomous work with accountability.
- Provides expert advice and assists in strategic planning.
- Manages stakeholder relationships and represents the organisation.

Y5:Y5 employees deal with very complex or sensitive work independently, lead others, make strategic decisions, and manage significant projects and stakeholder relations.

- Deals with very complex and sensitive issues.
- Exercises significant independence in leadership roles.
- Manages projects with wide-reaching impact and maintains key external relationships.

Community Recreation (CR Grades)

CR 1.1 & CR 1.2

- Entry-level roles focused on foundational support in fitness and camping services.
- Assisting in beginner-level coaching for gymnastics and other fitness programs.
- Maintaining cleanliness and safety in camp facilities.
- Supporting café operations and providing customer service.

CR 2.1 & CR 2.2

Developing roles with responsibility for intermediate fitness coaching and program assistance.

- Conducting intermediate gymnastics coaching sessions.
- Leading small groups in fitness activities.
- Assisting in the planning and execution of program schedules.

CR 3.1 & CR 3.2

Advanced roles leading specialised fitness programs and overseeing kitchen operations.

- Leading advanced fitness and gymnastics coaching sessions.
- Supervising kitchen operations as a lead cook.
- Coordinating swim programs and ensuring adherence to safety protocols.

CR 4.1 & CR 4.2

Supervisory roles with accountability for program leadership and high-level instruction.

- Overseeing advanced fitness programs and providing expert coaching.
- Supervising shifts and ensuring smooth operations of fitness activities.
- Managing administrative and operational tasks for program efficiency.

CR5

Senior roles with specialist expertise in health and fitness instruction and program development.

- Delivering specialist health and fitness instruction.
- Leading yoga and group fitness sessions with a focus on advanced techniques.
- Developing and implementing comprehensive fitness programs.

Education and Care (EC Grades)

EC 1.1 & EC 1.2

Trainee: Entry-level role in educational care with a focus on foundational support and assistance.

- Assisting with the setup of educational environments for optimal learning.
- Supporting basic care routines to ensure children's well-being.
- Implementing health and safety guidelines within the educational setting.

EC 2.1 & EC 2.2

Certificate III: Role with growing responsibility in child education and care.

- Leading play-based learning and developmental activities.
- Monitoring and documenting children's growth and educational progress.
- Collaborating with families to share insights on child development.

EC 3.1 & EC 3.2

Diploma: Specialised role focusing on educational support and program leadership.

- Designing and implementing targeted educational programs and strategies.

- Training and guiding staff in child development and educational methods.
- Managing child assessments and ensuring educational standards are met.

EC 4.1

Room Leader: Senior role with strategic oversight of educational programs and compliance.

- Developing and executing advanced educational service delivery strategies.
- Leading initiatives to assure and improve educational program quality.
- Managing relationships with parents and ensuring adherence to service standards.

EC 5.1 to EC 6.4

Leadership: Executive roles varying with service size, from Assistant Director to Centre Director, with comprehensive management responsibilities.

- Directing policies and overall management of childcare services.
- Overseeing complex project management and innovative service delivery.
- Building and maintaining partnerships with external agencies and stakeholders.

ECT

Grades as per the Educational Services (Teacher) Award

Youth Services

YW1

Overview: An entry-level role for individuals with no formal qualifications but some lived experience.

- Support the facilitation of youth engagement projects under guidance.
- Begin to develop communication and interpersonal skills within a diverse cultural context.
- Aid in routine tasks and support the delivery of youth programs.

YW2

Overview: For those with minimal experience holding a certificate or diploma.

- Assist in developing youth projects and implementing existing ones with oversight.
- Foster growing communication and cultural competence.
- Contribute to team efforts under supervision and support project delivery.

YW3

Overview: Mid-level experienced role with some supervisory duties.

- Coordinate youth engagement projects and contribute to the development of new initiatives.
- Display proficient communication, interpersonal, and cultural skills.
- Occasionally oversee staff and lead small groups.

YW4

Overview: Advanced role for degree-qualified individuals with solid experience and some responsibility.

- Develop and lead comprehensive youth engagement projects.
- Handle program-related administration, including reporting and budget management.
- Supervise staff more regularly and model positive behavior.

YW 5 Impact Lead

Overview: A leadership position for those with extensive experience, direct reports, and a relevant degree.

- Develop, coach, and lead teams while fostering strategic thinking and leadership skills.
- Design and enhance systems and structures for improved project delivery.
- Take on strategic projects and provide supervision to directly reporting staff.

The Y Ballarat

ENTERPRISE AGREEMENT

2024

