

YWCA
CANBERRA

VARIATION TO THE YWCA CANBERRA ENTERPRISE AGREEMENT 2018-2021

Date of Approval

Approved by

BACKGROUND

- A. The YWCA Canberra Enterprise Agreement 2018 – 2021 (**Agreement**) was approved by the Fair Work Commission (FWC) on 27 August 2019, with undertakings (**Undertakings**).
- B. The parties to the Agreement are YWCA Canberra (ACN 008 389 151) of Level 2, 71 Northbourne Avenue Canberra City in the Australian Capital Territory (**YWCA Canberra**) and the employees employed by YWCA Canberra as classified in Schedule 1 of the Agreement (**Employees**) (each a **Party** and together the **Parties**).
- C. The Parties wish to vary the Agreement in accordance with section 207 of the *Fair Work Act 2009* (Cth) on the terms set out in this variation (**Variation**).

OPERATIVE CLAUSES

The Parties agree to vary the YWCA Canberra Enterprise Agreement 2018 – 2021 as follows:


1. The tables in Schedule 4A set out in clauses 81 – 83 of the Agreement are replaced with the tables attached to this Variation.
2. The first sentence of clause 32 of the Agreement starting with the words “The wages payable...” and clause 32.1 are deleted and replaced with the following:

*The base rates payable to employees are set out in the tables of Schedule 4A applicable to each employee (**Wage Tables**).*

32.1 It is agreed that the base rates payable to employees will increase at the start of the full pay period following each date specified in the columns of the Wage Tables, to the base rate set out in the corresponding column and row applicable to each employee.
3. The date **30 June 2021** in clauses 4 and 6 is replaced with the date **30 June 2023**.
4. The title of the Agreement throughout, including clause 2 of the Agreement, to be varied to be “YWCA Canberra Enterprise Agreement 2019-2023”.
5. To remove doubt over the precedence of this Variation and the Undertakings, Undertakings 16, and 24 are removed, subject to any further undertakings required by the FWC.

SIGNATORIES

EXECUTED BY YWCA CANBERRA (ACN 008 389 151) by its authorised representative in the presence of:




Signature

Chief Executive Officer

Position/Authority to Sign

27/4/2021

Date



Witness signature

1/90 GOZZARD ST, GUNGAHLIN

Witness Address ACT 2912

FRANCES CRIMMINS

Full name
Level 2, 71 Northbourne
Avenue, Canberra ACT

Address 2601

SUZANNE JONES

Witness full name

27/4/2021

Date

EXECUTED ON BEHALF OF THE EMPLOYEES BY THE EMPLOYEE REPRESENTATIVE:



Signature

Employee representative

Position/Authority to Sign



Witness signature

1/90 GOZZARD STREET,

Witness Address GUNGAHLIN

Jacqueline Green

Full name

3/26 Antill st Dickson

Address ACT 2602

27.4.2021.

Date

SUZANNE JONES

Witness full name

27/4/2021

Date

ANNEXURE B

IN THE FAIR WORK COMMISSION

FWC Matter No.: AG2021/4866

Applicant: YWCA Canberra

Section 185 – Application for approval of a single enterprise agreement

Undertaking- Section 190

I, Frances Crimmins, Chief Executive Officer for YWCA Canberra, give the following undertaking with respect to the YWCA Canberra Enterprise Agreement 2018-2023 ("the Agreement"):

1. That notwithstanding clause 81 in Schedule 4A of the Agreement, YWCA Canberra undertakes to pay Children's Services employees classified as Grade 1, Level 1, Year 1 and Grade 1, Level 1, Year 2 in accordance with the National Training Wage set out in Schedule E of the *Miscellaneous Award 2020*.
2. That notwithstanding clause 84 in Schedule 4A, YWCA Canberra undertakes to pay eligible employees covered by the *Social, Community, Home Care and Disability Services Industry Award 2010 (SCHADS Award)*:
 - a. not less than the amount provided under clause 20.4 of the SCHADS Award including as amended from time to time, in relation to the First Aid Allowance provided by clause 39.3(b) of the Agreement; and
 - b. not less than \$0.80 per kilometre in relation to the Motor Vehicle Allowance provided by clause 39.2 of the Agreement.
3. That YWCA Canberra undertakes for the lifetime of the Agreement not to require any employee covered by the SCHADS Award to be on call, or otherwise undertakes, to pay such eligible employee, in relation to clause 39.5 of the Agreement:
 - a. not less than \$20.12 for a 24 hour period Monday to Friday; or
 - b. not less than \$39.84 for a 24 hour period other than Monday to Friday or during a public holiday (in accordance with clause 17.2 of the Agreement).
4. That YWCA Canberra undertakes to pay eligible employees, covered by the SCHADS Award, superannuation contributions for a period of absence due to a work-related injury or illness, for a period of up to 52 weeks in accordance with clause 23.5(b) of the SCHADS Award.
5. Notwithstanding clause 82 in Schedule 4A or any other term of the Agreement, YWCA Canberra undertakes to pay any employee covered by the SCHADS Award not less than the rates of pay set out in the SCHADS Award for that employee's classification under the SCHADS Award.

I confirm that I have the authority given to me by YWCA Canberra to provide this undertaking in relation to the application before the Fair Work Commission.

The undertaking above is provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

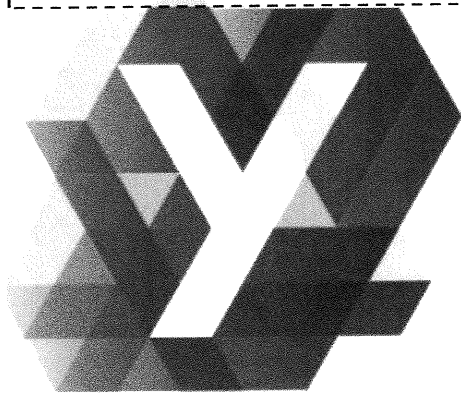


Signature

5th July 2021

Date

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



YWCA
CANBERRA

YWCA CANBERRA ENTERPRISE AGREEMENT 2018-2023

Date of Approval

Approved by

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PART 1

Part 1 of the Agreement applies to all employees covered by the Agreement.

Section 1:

2. TITLE OF THE AGREEMENT

This agreement shall be known as YWCA Canberra Enterprise Agreement 2018-2023.

3. PARTIES TO THE AGREEMENT

The parties to this agreement are

YWCA Canberra (ACN 008 389 151)

Employees employed by YWCA Canberra as classified in Schedule 1 of this Agreement.

4. INTRODUCTION

This Agreement is made under section 172 of the *Fair Work Act 2009* and has a nominal expiry date of **30 June 2023**. The employer will take the necessary steps to seek approval of this Agreement under section 186 of the Act.

4.1 The employer will formally advise the Australian Services Union NSW and ACT (Services) Branch (ASU) and United Voice Union when the Agreement is made, in order for both the ASU and United Voice to apply under section 183 of the Fair Work Act 2009 to be covered by the Agreement.

4.2 It is the intention of this Agreement that the ASU and United Voice members employed by YWCA Canberra will be covered by this Agreement.

4.3 It is the intention of this Agreement that all employees who are not members of ASU and United Voice will be covered by this agreement.

YWCA Canberra also acknowledges that the agreement is made in good faith in relation the outcomes of the Australian Services Union (ASU) Pay Equity Case and United Voice Big Steps campaign.

5. SCOPE OF THE AGREEMENT

This Agreement contains all the terms and conditions of employment for all employees covered by the Agreement and shall apply to all employees employed pursuant to the classifications listed in Schedule 3 - YWCA Canberra Classification Structure.

Part 1 of Agreement

Part 1 of the Agreement applies to all employees covered by the Agreement.

Part 2 of Agreement

Part 2 of the Agreement applies to all employees covered by the Agreement other than Family Day Care Educators.

Part 3 of Agreement

Part 3 of the Agreement applies only to all Family Day Care Educators.

6. PERIOD OF OPERATION

This Agreement shall operate from the 7th day after the Agreement is approved by Fair Work Australia (FWA) and shall remain in force until 30 June 2023 and thereafter in accordance with the *Fair Work Act 2009*.

7. DEFINITIONS

In this Agreement, unless inconsistent with the content or subject matter:

Anniversary year; means the 12-month period from the employee's start date or anniversary until the day before their next anniversary of employment with YWCA Canberra.

Calendar year; means the 12-month period from 1 January to 31 December.

Casual employee; means a person who is engaged intermittently for work of an unexpected or casual nature and does not include an employee who could properly be engaged as a permanent or fixed-term full-time or part-time employee.

With respect to casual employees the following provisions shall not apply:

Annual Leave, Personal Leave (paid), Parental Leave (paid), Court Appearance Leave, Ceremonial Leave, Cultural Leave, Study Leave, Salary Packaging, Termination of Employment, Retention Bonus Scheme, Public Holidays, Redundancy, Hours of Work.

Continuing Employee; means a person who is employed on a permanent full-time or part-time basis pursuant to a written instrument of appointment which specifies the date of commencement but does not specify a termination date.

Employer; means YWCA Canberra.

Fixed-term employee; means a person who is employed either on a full-time or part-time basis pursuant to a written instrument which complies with the provision of clause 37.6 of this Agreement.

FTE; means Full-time Equivalent and is equal to a total of 1976 hours of work per year (52 weeks). The FTE of part-time employees will be calculated as a percentage (e.g. contracted hours per fortnight divided by standard hours per fortnight (38) equals FTE).

Full-time employee; means a person who is employed to work the maximum ordinary hours of work allowed by this Agreement (38 hours per week or 76 hours per fortnight).

FW Act; means the *Fair Work Act 2009* and any amendments or any superseding legislation that applies to the conditions of employment for any employee.

FWC; means the Fair Work Commission or any superseding agencies.

Ordinary rate per hour; means the hourly rate payable to an employee.

Overtime; means time authorised, in advance, to be worked by an employee in excess of, or outside of 76 hours per fortnight (full-time hours).

Part-time employee; means an employee, other than a casual employee, who works less than the maximum ordinary hours prescribed by this Agreement. Part-time employees shall be entitled to the provisions of this Agreement on a pro-rata basis calculated on their hours worked or FTE (full-time equivalent) as percentage of the full-time hours of 38 hours per week.

Stillbirth; The Australian definition of stillbirth is defined as the death of a baby before or during birth, from the 20th week of pregnancy onwards.

Union or Unions; mean The Australian Services Union, NSW and ACT (Services) Branch (ASU) and/or United Voice Union.

8. CONDITIONS OF EMPLOYMENT

Due to the nature of the work carried out by YWCA Canberra, each employee, upon commencement and throughout the duration of their employment, is required to hold a current Working with Vulnerable People registration (WWVP) and/or a Working with Children Check (WWCC) (for employees who work in NSW). Any employee attending work without their current WWVP card on their person and/or valid WWCC will be suspended from work without pay until can produce their WWVP card and/or evidence of a valid WWCC.

9. ANTI DISCRIMINATION

9.1 It is the intention of YWCA Canberra to respect and value the diversity of the workforce by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

9.2 Accordingly, in fulfilling their obligations under the above, YWCA Canberra must make every endeavour to ensure that neither the Agreement provisions nor their operation are directly or indirectly discriminatory in their effects.

9.3 Nothing in this clause is to be taken to affect

- a) any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;
- b) an employee, YWCA Canberra or registered organisation, pursuing matters of discrimination in any applicable jurisdiction, including by application to the Human Rights and Equal Opportunity Commission;
- c) the exemptions in 659 (3) and (4) of the *Workplace Relations Act 1996*.

10. POSTING OF THE AGREEMENT

A copy of this Agreement shall be displayed in a conspicuous and convenient place at the workplace to be easily read by all employees. The Agreement will also be available electronically on the Intranet and/or YWCA Canberra website.

11. DISPUTE AND GREVIANCE RESOLUTION PROCEDURES

11.1 Unless otherwise stated the terms “party” or “parties” referred to in this clause means the employer and/or the employees, as the context requires.

11.2 This dispute resolution procedure will apply to disputes about:

- a) any matters arising in the employment relationship, except matters relating to the actual termination of employment of an employee;
- b) matters in relation to the application of the National Employment Standards (NES) as of 1 January 2010;

c) matters in relation to the General Protections set out in Chapter 3 of the *Fair Work Act 2009*;

d) whether an employer had reasonable business grounds under subsection 65(5) of the Act - (requests for flexible working arrangements) or 76(4) of the Act - (requests for extending unpaid parental leave).

11.3 An employer or employee may appoint another person, organisation or association (e.g. union) to accompany and/or represent them for the purposes of this clause.

11.4 In the event of a dispute the parties will initially attempt to resolve the matter at the workplace level, including, but not limited to: the employee and their supervisor discussing the matter; and if the matter is still not resolved the parties arranging further discussions involving more senior levels of management (as appropriate).

11.5 If a dispute is unable to be resolved at the workplace, in accordance with subclause 11.4, a party to the dispute may refer the matter to FWC or another appropriate statutory tribunal.

11.6 The parties agree that FWC shall have the power to do all such things as are necessary for the just resolution of the dispute including mediation, conciliation and finally arbitration.

11.7 While the dispute resolution procedure is being conducted, work must continue in accordance with this agreement and the Act. Subject to applicable work health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace that is safe and appropriate for the employee to perform.

12. RELATIONSHIP TO NATIONAL EMPLOYMENT STANDARDS

Entitlements in accordance with the National Employment Standards (NES) are provided for under the *Fair Work Act 2009*. Where this agreement also has provisions regarding matters dealt with under the NES set out in the Act which are less favourable to an Employee, in particular with respect to those provisions, then the NES will prevail in that respect and the provisions dealing with that matter in the Agreement will have no effect in respect to that Employee. The provisions in this Agreement otherwise apply.

13. IMPROVING PERFORMANCE AND COUNSELLING EMPLOYEES

13.1 Employees whose performance is unsatisfactory must be given clear instructions as to the reasonable expectation of them in their job.

13.2 A preliminary meeting will be held to determine any possible causes of any problems and to outline options and provide information. Such meetings and counselling processes will take place in a suitable location.

13.3 The employee has a right to have a representative or support person present with them during a performance meeting if they wish.

13.4 If there are ongoing performance concerns that have not been able to be resolved using the above provisions, the employer may address the matter in accordance with clause 14 of the Agreement (Disciplinary Procedures).

13.5 In the case of serious or wilful misconduct the employer may address this matter in accordance of clause 14 of this Agreement (Disciplinary Procedures).

14. DISCIPLINARY PROCEDURES

14.1 Where informal coaching is not appropriate, or where the concerns are of a more serious nature, or there is a further instance of inappropriate behaviour (whether it is of the same nature as the initial concerning behaviour), the following disciplinary procedures may apply;

14.2 The employee shall be advised of the alleged poor work performance or misconduct and that a possible outcome could be disciplinary action. The employee shall be provided with the opportunity to respond to any such allegations at an investigation or disciplinary meeting with the relevant supervisor. An employee subject to disciplinary proceedings can be assisted or represented in any disciplinary meeting by a support person or representative.

14.3 The employee shall be treated always in accordance with the principles of natural justice. These principles include:

- a) the right to a fair hearing including adequate notice of what is alleged and a reasonable opportunity to respond to allegations, and
- b) the right to an unbiased process of judgement.

14.4 If the concerns of poor performance or misconduct are not adequately addressed at the disciplinary meeting a formal warning may be issued. YWCA Canberra shall notify the employee of the reason for the warning and detail the standards of performance and/or conduct expected. In the case of unsatisfactory performance, YWCA Canberra will also set a timeframe for a review of performance and will consider reasonable measures to assist the employee to meet the required performance standards, such as mentoring or training as appropriate. The warning shall also state the consequences of not meeting the required standards of performance and/or conduct, such as further disciplinary action up to and including termination of employment.

14.5 Nothing in this procedure shall restrict YWCA Canberra's right to summarily dismiss an employee in circumstances that warrant summary dismissal or to dismiss with notice for misconduct that is less serious, but which nevertheless justifies dismissal.

14.6 Serious misconduct is defined in accordance with the *Fair Work Act 2009*:
Conduct that is serious misconduct includes both following,

- a) wilful or deliberate behaviour by an employee that is inconsistent with the continuation of the contract of employment and;
- b) conduct that causes serious and imminent risk to:
 - (i) the health or safety of a person; or
 - (ii) the reputation, viability or profitability of the employer's business.
- c) Conduct that is serious misconduct includes, but is not limited to, each of the following:
the employee, in the course of the employee's employment, engaging in:
 - (i) theft; or
 - (ii) fraud; or
 - (iii) assault;
- d) the employee being intoxicated at work;
- e) the employee refusing to carry out a lawful and reasonable instruction that is consistent with the employee's contract of employment.

14.7 Outcome of a disciplinary procedure may include one (or more) of the following actions:
– the following is not an exhaustive list of action that fall under YWCA Canberra's definition of disciplinary action:

- a) coaching
- b) formal warning
- c) additional training (internally or externally provided)
- d) amendment to current job duties
- e) job transfer (on both a location and duties basis)
- f) suspension from duty with pay
- g) demotion
- h) termination of employment

15. UNION RIGHTS

15.1 Union recognition

The employer recognises employees have a right to join and maintain financial membership of a Trade Union and an employees' right to join a union at any stage during their employment. All employees will be advised of this right at the time of engagement.

15.2 Union delegates

- a) Trade Union delegates have a role to play in the workplace. The existence of union delegates is encouraged:
- b) The employer will provide access to reasonable resources to allow full and proper representation of members with such resources including but not limited to email, internet, photocopier, notice board/s, fax, printer and telephone.
- c) Union delegates will be allowed reasonable time to perform their role on behalf of their Union including time to consult with members and officials, provide feedback on discussions with the employer, approaching new staff members about membership and participation in the operation of the Union.
- d) The employer shall not hinder union delegates in the reasonable and responsible performance of their duties.

15.3 Delegates and Training Leave

Trade Union delegates will each be entitled to up to three (3) paid days training leave per calendar year pay to attend training conducted or provided by a recognised Union. Additional training days with pay may be granted on written application to the Chief Executive Officer.

Training content could include, but is not limited to, knowledge about the system of workplace relations including rights and obligations for employers and employees, and to skills such as communication, negotiation, dispute resolution and grievance handling, bargaining and agreement-making, research, equity and discrimination and health and safety.

Such leave is subject to the following conditions:

- a) not less than two weeks written notice must be given to the employer of the date of commencement of the training course and the period over which the course is to be conducted;
- b) the employee must have completed a period of 6 months service with the employer before becoming entitled to the leave provisions outlined in this clause;
- c) the approval of leave must have regard to the operational requirements of YWCA Canberra;
- d) this leave shall be paid at ordinary time rate of pay.

15.4 Becoming a union member and direct debit arrangements

Upon commencement employees will receive information about ASU and United Voice which will include a membership application form to ensure employees are aware of their right to become union members. The employer will provide Trade Unions with details of employees' bank account to facilitate direct debit of union fees, but only when the employee has authorised the release of these details in writing. The employer will provide for a simple standard election for employees to adopt, on membership application forms or in induction materials, authorising the release of those details.

15.5 Notice Boards

The employer permits a United Voice or ASU delegate or official to post formal Union notices, signed or countersigned by the representative posting it upon an appropriate notice board.

15.6 Inductions and workplace meetings

The employer may provide notice to the unions and delegates of the times, dates or venues of any employee inductions (and suitable workplace meetings) and will provide union officials and delegates with an opportunity to make industrial relations presentations to employees at these meetings if appropriate.

15.7 Labour Hire and Sub-Contracting

In entering this agreement, the employer undertakes to its employees and relevant Trade Unions that it will ensure that it will enter contracts based upon the terms of this agreement and the principle of engaging and retaining employees to work under this agreement.

Section 2: Leave and Public Holidays

16. ANNUAL AND LEAVE LOADING

16.1 Period of leave

Each permanent and fixed-term employee shall be entitled to annual leave on full pay for a period equal to four working weeks for each continuous twelve months' service with YWCA Canberra from the date of commencement or annual anniversary in line with the provisions of the National Employment Standards. Annual leave will accrue on a pro-rata basis for each completed two-week period of continuous service. Annual leave will be prorated for part-time and fixed-term employees.

16.2 Annual Leave exclusive of public holidays

The annual leave prescribed in 16.1 shall exclude of any of the holidays prescribed in clause 17 - Public holidays. This will only apply if such a public holiday falls within an employee's period of annual leave and would have been an ordinary working day. In this case the public holiday payment will be made instead of the annual leave payment for that day. The payment for the public holiday will exclude the annual leave loading.

16.3 Leave to be taken

Annual leave shall be taken at a time determined by agreement between the employer and the employee within a period not exceeding two years from the date of accrual; if such annual leave may be deferred by agreement in writing between the employer and employee in exceptional circumstances. Fixed-term employees may reasonably be required to take annual leave during the term of their fixed term employment. Payment shall not be made or accepted in lieu of the annual leave provisions outlined in this clause. YWCA Canberra recommends that each employee takes their full annual leave entitlement in each calendar year to ensure appropriate opportunity for rest and recreation and to maintain a safe and healthy work environment.

16.4 Sickness during annual leave

Where an employee becomes unwell whilst on annual leave on days on which they would otherwise have worked, and immediately forwards to YWCA Canberra a certificate from a legally qualified medical practitioner or other relevant practitioner, or a statutory declaration, as evidence of being unfit for work, then the number of those days specified in the certificate or statutory declaration shall be deducted the employee's available personal leave entitlement. The same amount shall be re-credited to the employee's annual leave entitlement. If annual leave loading as provided for in clause 16.6 has been paid in respect of sick days referred to in this sub clause, such leave loading shall not be re-credited and the equivalent amount shall not apply to the first instance of annual leave thereafter.

16.5 Closedown periods

YWCA Canberra enforces a closedown period each year over the Christmas and New Year period. Closedown applies to all employees. All employees will be required to use accrued annual leave, purchased leave or leave without pay during this period. Employees with insufficient paid leave entitlements will be required to take leave without pay during this period. Subject to the program's needs and requirements, School Age Care programs may enforce closedown periods during school holidays. Employees will be required to use accrued annual leave, purchased leave or leave without pay during this period if they are unable to secure a position in a School Holiday or other suitable program.

16.6 Payment for period of leave

Upon application employees can request payment for periods of annual leave greater than two weeks to be paid at the commencement of the leave rather than on the completion of each pay

cycle. For the purpose of this clause, wages shall be at the rate prescribed by relevant wage rates for the classification in which the employee was ordinarily employed immediately prior to the commencement of their annual leave. In addition to the amount of annual leave prescribed in clause 16.1, an annual leave loading of 17.5% shall be paid to a permanent and fixed-term employee when on annual leave.

16.7 The maximum amount of annual leave accrued but not yet taken by an employee shall not exceed the equivalent of 8 weeks (ordinary hours) of the employee. If an employee accrues annual leave in excess of 8 weeks, the employee can be asked to prepare an approved leave plan or directed by YWCA Canberra to take annual leave. When directed to take annual leave, the amount of annual leave that must be taken shall, at a minimum, reduce the employee's accrued annual leave balance to the equivalent of 4 weeks (ordinary hours) annual leave. A minimum of six weeks written notice must be given by YWCA Canberra when directing an employee to take annual leave.

17. PUBLIC HOLIDAYS

17.1 Employees shall be entitled, without loss of pay, to public holidays listed in this clause, should these days (or declared substitute days) fall on a day when an employee would otherwise be attending work.

17.2 Public holidays applicable to employees under this Agreement are as follows: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Reconciliation Day, Christmas Day and Boxing Day and any other additional days so proclaimed in the ACT as a public holiday.

17.3 An employee who is on other paid leave on this organisational paid holiday day and would otherwise be entitled to this paid holiday if not on paid leave, shall have their paid leave reccredited with the employee's one day's ordinary hours of work. This additional day will not attract annual leave loading.

17.4 In addition to the public holidays prescribed in this clause, an additional organisational paid holiday day shall be observed on the first working day after Boxing Day for employees who would ordinarily work on this day. This day shall be treated as if another public holiday for the purposes of this Agreement. For part-timers the Y day shall be observed on their first working day following Boxing Day and will be paid at the ordinary hours they would have worked on that day. Calculation for the entitlement to the Y day shall be based on the employee's regular pattern of work.

18. PERSONAL LEAVE

18.1 Each employee (other than a casual) has a provision of 10 days paid personal leave (that is sick leave and carers leave) per year of employment (or pro-rata for less than full-time employees) which shall be credited in the following manner:

18.2 Full-time employees will accrue personal leave in the following manner:

- a) 6.33 hours per month up to a maximum of 76 hours will be available in the first year of service;
- b) a maximum of 76 hours will be accrued pro-rata in the second and subsequent years of service based on hours worked;
- c) part-time employees shall accrue personal leave on a pro-rata basis corresponding to their hours worked and FTE;

- d) personal leave can be accessed and be available in the manner as set out below in clause 18.3 and 18.4.

18.3 Sick Leave

In the event of an employee, other than a casual, becoming unwell and unfit for duty they shall be entitled to sick leave as described in YWCA Canberra's Sick Leave Policy:

- a) To be entitled to sick leave on full pay an employee may be required produce a certificate from a legally qualified medical or other relevant practitioner immediately on return to work, for any absences;
- b) absences on sick leave either side of a public holiday shall not be paid unless a medical certificate, statutory declaration or other evidence satisfactory to YWCA Canberra is provided within seven days of return to work;
- c) if the full period of sick leave as described above is not taken in any year, such portion as is not taken shall be cumulative from year to year.

18.4 Carer's Leave

- a) An employee, other than a casual employee, with responsibilities in relation to either members of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this sub-clause, any available personal leave for absences to provide care and support for such persons when they are unwell or require care due to an emergency.
- b) When taking leave to care for members of their immediate family or household who require care due to being unwell or an emergency, the employee must, if require by YWCA Canberra, establish by production of documentation acceptable to YWCA Canberra or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee. The entitlement to use personal leave in accordance with this sub clause is subject to:

The employee being responsible for the care of the person concerned; and the person concerned being either:
 - (i) a member of the employee's immediate family; or
 - (ii) a member of the employee's household.
- c) The term immediate family includes:
 - (i) a spouse or partner of the employee; and
 - (ii) a child or an adult child (including an adopted child, a stepchild or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.
- d) The employee shall, wherever practicable, give YWCA Canberra notice prior to the absence or the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify YWCA Canberra by telephone of such absence at the first opportunity on the day of absence.

19. COMPASSIONATE LEAVE

19.1 An employee (other than a casual employee) shall, on each occasion of the death or life threatening serious illness or injury of a member of their immediate family or household, be entitled on notice to paid leave for two (2) ordinary days' work.

19.2 If requested by the YWCA Canberra, proof of such death or serious illness or injury shall be furnished by the employee to the satisfaction of the YWCA Canberra.

20. PURCHASED LEAVE

20.1 Purchased leave is where employees have planned absences of one, two, three or four weeks leave which is funded by salary deductions spread evenly over the year. This allows employees to receive pay during such leave.

20.2 From the commencement of this Agreement, employees may apply for up to four weeks purchased leave in each calendar year. Purchased leave can only be taken in one-week blocks.

20.3 Purchased leave must be used within the twelve months it was purchased.

20.4 Purchased leaves counts as service for all other purposes.

20.5 Applications for purchased leave must be made by the date nominated by YWCA Canberra in the relevant policy.

20.6 The additional paid leave under purchased leave does not attract annual leave loading and cannot be accrued. Purchased leave does not attract superannuation payments and will be paid at the time of taking based on the hourly rate at which it was deducted. This rate may not necessarily be the same as the employee's current rate of pay.

20.7 The Chief Executive Officer will approve purchased leave based on the operational requirements of the organisation, having regard to the personal needs and family responsibilities of staff.

20.8 Once the period of purchased leave has been approved, it may only be revoked by YWCA Canberra where exceptional circumstances exist. In the event of revocation, any accumulated leave may be paid out to the employee or leave deferred to another date mutually agreeable to the employee and employer. When an employee leaves the organisation during a year in which purchased leave has been approved, final payment will be adjusted to take account of deductions not yet made and leave not taken.

21. PARENTAL LEAVE

Employees are entitled to parental leave in accordance with the National Employment Standards under the Fair Work Act 2009. In addition to these provisions, the following will apply to permanent employees of YWCA Canberra;

21.1 Permanent full-time and part-time employees are eligible for paid parental leave in accordance with the following provisions:

- a) Permanent employees are eligible for paid parental leave when they have completed 12 months of continuous service prior to the expected date of birth or taking custody of the child;
- b) an eligible employee is an employee who submits to the employer a certificate from a recognised medical practitioner stating that they are pregnant and specifying the expected date

of confinement or an eligible employee who submits evidence of being an approved applicant for the adoption of a child and of the date of placement where they are the primary carer.

- c) YWCA Canberra Parental Leave may commence up to 6 weeks prior to the expected date of birth.

21.2 Employees who are eligible for paid parental leave are entitled to such leave as follows:

- a) Paid Parental Leave – Paid YWCA Canberra Parental Leave (applies to birth, still birth (see Definitions) and adoption) - an eligible employee is entitled to the following paid parental leave at ordinary pay from the date the parental leave commences:

Qualifying Period of Service	Entitlement to Paid Parental Leave
12 Months of Service	14 weeks

- b) YWCA Canberra Secondary Parental Leave – an eligible employee who submits satisfactory evidence that they are the parent of an expected birth or taking custody of the child in a secondary care giver role is entitled to the following secondary parenting paid leave which must be taken within the period of one week prior to the expected date of birth or adoption, and concluding no later than 6 weeks after the birth (including still birth) or adoption of the child:

Qualifying Period of Service	Entitlement to Secondary Parental Leave
12 Months of Service	2 Weeks

- c) Primary Carer Parental Leave - an eligible employee being co-parent, partner or grandparent advises that they are to be the primary care giver with the sole responsibility for the care of a child and who submits satisfactory evidence shall be entitled to primary carer paid leave. This leave must commence within 6 weeks of the birth (including still birth) or adoption of the child:

Qualifying Period of Service	Entitlement to Primary Carer Leave
12 months of Service	14 Weeks

21.3 Payment of such leave may be paid:

- (i) on a normal fortnightly basis; and
- (ii) at full pay; or
- (iii) at half pay (over 28 weeks).
- (iv) Accrued annual and/or long service leave entitlements can be used during the

period of unpaid parental leave and can be paid on full or half pay to enable the employee to continue receiving payments during that period. The total amount of parental leave, including both the paid and unpaid components, that may be taken remains at 52 weeks unless extend by sub clause 21.4.

21.4 Right to request

An employee entitled to parental leave may request the employer to allow said employee:

- a) to extend the period of simultaneous unpaid parental leave provided for in the *Fair Work Act 2009* up to a maximum of 8 weeks;
- b) to extend the period of unpaid parental leave by a further continuous period of leave not exceeding 12 months;
- c) to return from a period of parental leave on a part-time basis until the child reaches school age to assist the parent in reconciling work and parental responsibilities:
 - (i) The employer shall consider the request having regard to the employee's circumstances and providing 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.
 - (ii) Both the request from the employee and the response from the employer shall be in writing. Request to return to work part-time
 - (iii) Where an employee wishes to make a request under 21.4 (c), such a request must be made as soon as possible but no less than 6 weeks prior to the date upon which the employee is due to return to work from parental leave.
 - (iv) If an employee who is on parental leave wishes to return to work at a date earlier than agreed on and the request can be operationally accommodated, they are required to provide such a request in writing to their manager with a minimum of six (6) weeks' notice for consideration.

21.5 Training for Employees on Parental Leave

Should an Employee on Parental Leave wish to attend any planned YWCA Canberra provided training, the employee may attend such training on the basis that:

- a) YWCA Canberra will not pay for such training costs;
- b) A contribution may be made by YWCA Canberra towards the cost of childcare during the period of training;
- c) The Employee will not be in attendance or 'at work' and be entitled to any other provisions of this Agreement whilst attending such training.

21.6 Notice Requirements

Employees intending to take parental leave, both Government provisions or YWCA Canberra provisions, must notify the employer in writing no less than 10 weeks prior to the date of commencing leave of their intention to take leave. The notice should also stipulate the date when the leave will end and contain the necessary supporting documentation. Any changes to projected start and end dates of the leave must be notified to the employer in writing with a minimum of six (6) weeks' notice.

22. REQUEST FOR FLEXIBLE WORKING ARRANGEMENTS

22.1 Employees may request a change in working arrangements when; An employee who is a parent or has responsibility for the care of a child may request a change in working

arrangements to assist the employee to care for the child if the child:

- a) is under school age; or
- b) is under 18 and has a disability.

Note: Examples of changes in working arrangements include changes in hours of work, changes in patterns of work and changes in location of work.

22.2 The employee is not entitled to make the request unless:

- a) for an employee other than a casual employee—the employee has completed at least 12 months of continuous service with the employer immediately before making the request; or
- b) for a casual employee—the employee:
 - (i) is a long term casual employee of the employer immediately before making the request; and
 - (ii) has a reasonable expectation of continuing employment by the employer on a regular and systematic basis.

22.3 Formal Requirements

The request must be in writing and set out the details of the change sought, the duration of the change (if applicable) and the reasons for the change.

22.4 Agreeing to the request

The employer must give the employee a written response to the request within 21 days, stating whether the employer grants or refuses the request. The employer may refuse the request only on reasonable business grounds. If the employer refuses the request written response under clause 22 must include reasons for the refusal.

23. LONG SERVICE LEAVE

All employees shall be entitled to paid long service leave in accordance with the Long Service Leave (Portable Schemes) Act 2009 and any amended/previous legislation that may apply.

24. COURT APPEARANCE LEAVE

24.1 Jury Service

Full-time and part-time employees will be paid 'make-up pay' for the first 10 days of jury selection and jury duty. Make-up pay is the difference between any jury duty payment the employee receives (excluding any expense-related allowances) from the court and the employee's base pay rate for the ordinary hours they would have worked. Evidence of jury duty is required

24.2 Witness Appearance Leave

An employee who is subpoenaed to appear in Court as a Crown Witness or to give evidence on matters directly related to their employment is entitled to leave on full pay for the period of such appearance. Employees who are required to attend Fair Work Commission proceedings will also be entitled to leave on full pay for the duration of the appearance. An employee who is required to appear in Court in a capacity other than as specified in clause 24.1 and 24.2 is entitled to leave without pay for the period of that appearance or may apply to take annual leave for the period if they wish.

25. CEREMONIAL LEAVE

25.1 An Aboriginal person or Torres Strait Islander is a person who identifies as such and furthermore is regarded as an Aboriginal person or Torres Strait Islander by members of their community. An employee who is required by Aboriginal or Torres Strait Islander tradition to be absent from work for Aboriginal or Torres Strait Islander ceremonial purposes, may apply to use up to ten (10) days of unpaid leave entitlement for the purposes of Ceremonial Leave in each two year (calendar) period.

25.2 The employee may be required by YWCA Canberra to provide reasonable evidence to establish that they have an obligation under Aboriginal and Torres Strait Islander custom and/or traditional law to participate in ceremonial activities.

25.3 Under normal circumstances the staff member must provide at least 2 weeks' notice in writing of their intention to take leave under to this clause.

25.4 Approval of all Ceremonial leave will be subject to YWCA Canberra's operational requirements and shall not be unreasonably withheld.

25.5 These days may include, but will not be limited to tombstone openings, attendance at funerals, smoking of houses, initiation ceremonies or to attend other such ceremonies deemed by the elders to be significant.

25.6 Leave taken in accordance with the provisions of this clause shall count as service for all purposes.

26. CULTURAL LEAVE

26.1 An employee may apply to use up to ten (10) days of unpaid leave entitlement for the purposes of Cultural Leave in each 2-year (calendar year) period in order to attend days of religious or cultural significance to the employee.

26.2 An employee may nominate, on an annual basis, specific days which that employee wishes to take as cultural and/or religious leave.

26.3 Subject to normal operating requirements, YWCA Canberra will not unreasonably refuse the grant of that leave.

26.4 An employee may be required to provide evidence, such as a statutory declaration, to support their request for Cultural Leave.

26.5 Applications from employees who are members of Aboriginal and Torres Strait Islander communities in respect of Aboriginal and Torres Strait Islander culture or religion shall be dealt with under Clause 25 of this Agreement;

26.6 Leave taken in accordance with the provisions of this clause shall count as service for all purposes.

27. STUDY LEAVE

27.1 All permanent employees may be granted two days paid study leave per anniversary year (pro-rated for part-timers) subject to approval of their supervisor.

27.2 Applications for study leave must be in writing and include supporting documentation (evidence of enrolment for example) to their supervisor.

27.3 Studies must be relevant to the employee's role and/or part of their agreed professional development and training plan.

27.4 Study leave will not attract leave loading and will be paid at the employee's ordinary rate and for ordinary hours.

27.5 Study leave provisions do not accrue.

28. DOMESTIC VIOLENCE LEAVE

28.1 As employees of an organisation committed to the elimination of domestic violence, YWCA Canberra employees experiencing domestic violence have access to domestic violence leave as part of their accrued personal leave entitlements and up to ten (10) additional days of paid leave per annum.

28.2 This provision is available to all employees, regardless of their gender.

28.3 The requirements for supporting information, confidentiality and process are outlined in YWCA Canberra Domestic Violence Leave policy.

28.4 Domestic violence leave does not attract leave loading.

Section 3: Salary Payment of Wages and Superannuation

29. SALARY PACKAGING

29.1 Under current taxation legislation, YWCA Canberra is a declared Public Benevolent Institution. YWCA Canberra has a concessional exempt status from Fringe Benefit Tax as per Australian Tax Office rules.

29.2 Employees who are eligible for salary packaging can choose to enter or terminate salary packaging arrangements at any time throughout their permanent and ongoing employment with YWCA Canberra, subject to YWCA Canberra's ability to continue to offer this benefit.

29.3 Accessing a salary sacrifice/package arrangement is a voluntary decision made by the individual employee and YWCA Canberra encourages employees to seek independent financial advice. YWCA Canberra accepts no responsibility for the financial implications of employees choosing to participate or not participate in salary packaging. Employees are solely responsible for any Fringe Benefit Tax liabilities that they may incur.

29.4 In the event that the law governing superannuation and/or taxation makes the objective of this clause ineffective, unattainable or illegal, YWCA Canberra will advise all affected employees. The salary packaging arrangements shall be terminated or amended to comply with such laws and individual employees' wages will revert to those specified in this Agreement.

29.5 Salary packaging is only available to permanent full and part-time employees of YWCA Canberra, including employees on a fixed term contract. Salary packaging arrangements are not available to casual employees.

29.6 Allowable benefits will be as per the current, relevant legislation and in line with the service offer of the salary packaging provider.

30. ADMINISTRATION OF PAYROLL

30.1 The employer shall nominate a provider of salary packaging services to manage these arrangements. The cost of managing these salaries sacrifice arrangements is to be borne by the employee and deducted from the employee's account each fortnight.

30.2 The employer shall meet the cost of implementing the administration and payroll arrangements necessary for the introduction of salary packaging to the employees under this agreement.

30.3 Unless otherwise agreed by the Employer, an employee may terminate their salary sacrifice/ packaging contribution/payment by giving not less than one month's written notice, provided the terms of any other agreement relating to the salary sacrifice/package benefit are met.

30.4 The calculation of superannuation contributions will be based on the rate of the employee's wage as specified in this Agreement.

31. PAYMENT OF WAGES

31.1 Salaries and wages shall be paid fortnightly by electronic funds transfer to the employee's nominated Australian financial institution account, along with either electronic or hard copy pay slips.

31.2 Salaries shall be paid not more than five working days following the end of the pay period.

31.3 Upon termination of employment, wages and entitlements due to an employee shall be transferred by electronic funds transfer to the employee's nominated bank account within seven (7) days of the date of termination.

31.4 YWCA Canberra may deduct from any amounts due to the employee such amounts as are authorised in writing by such employee.

32. WAGE INCREASES

The base rates payable to employees are set out in the tables of Schedule 4A applicable to each employee (**Wage Tables**).

32.1 It is agreed that the base rates payable to employees will increase at the start of the full pay period following each date specified in the columns of the Wage Tables, to the base rate set out in the corresponding column and row applicable to each employee.

32.2 The wage increase specified above are inclusive of any wage increases, determination or award of the FWC or any other authorised tribunal or commission made during the period of this Agreement. Any increases in the Award rates of pay shall be absorbed into the wage rates paid under this Agreement. Should the application of any increase awarded by the FWC result in rates applicable to the employees that are greater than those applying in this Agreement, those rates will be applied in lieu of the above increases from the date specified by the FWC.

33. SUPERANNUATION

33.1 YWCA Canberra shall comply with all obligations relating to the payment of occupational superannuation as provided for under the Superannuation Guarantee (Administration) Act 1992, the Superannuation Guarantee Charge Act 1992, the Superannuation Industry (Supervision) Act 1993 and the Superannuation (Resolution of Complaints) Act 1993 and associated Regulations, and any legislation that supersedes the aforementioned.

- a) For the purposes of this agreement, 'fund' shall mean the Health Employees Superannuation Trust of Australia (HESTA) or any approved fund, which meets the requirements of the Superannuation Industry (Supervision) Act 1993 as a complying fund for occupational superannuation.
- b) To offer employees a choice of superannuation funds, the employer will also offer an employee the choice of other superannuation funds in addition to the default fund.
- c) An employee may nominate an alternate fund to the default fund described in sub clause 33.1.

33.2 YWCA Canberra shall contribute to the fund for every employee who earns a minimum of \$450 gross per month at the rate determined by the legislation referred to in clause 33.1.

33.3 An employee may elect to make additional voluntary contributions to their chosen fund from their salary through payroll deductions. Any such arrangement shall be requested in writing by the employee to YWCA Canberra may be amended on an annual basis only. Written requests to amend or commence voluntary employee contributions shall include the value and frequency of contributions.

34. ABSENCE FROM WORK

34.1 Paid Leave

Subject to the Trust Deed of the fund of which the employee is a member, contributions shall continue whilst a member of the fund is absent on paid leave such as annual leave, long service leave, public holidays, jury service, court appearance leave and personal leave.

34.2 Unpaid Leave

Contributions shall not be required to be made by YWCA Canberra in respect of any absence from work without pay.

Section 4: Managing Change, Termination and Redundancy

35. MANAGEMENT OF CHANGE

35.1 When the organisation proposes a 'significant change' to work organisation it must first consult with the affected employees about the need for change, the development of any necessary change processes, and any specific change proposals.

35.2 The consultation process shall ensure that all relevant employees and Unions party to this Agreement shall be consulted prior to any final decision about whether change should proceed, and within a timeframe that provides a genuine opportunity for the affected employees and the Unions to respond to the change proposals.

35.3 For the purposes of clause 35, "significant change" shall mean and include any change in:

- a) the composition, operation or size of YWCA Canberra's workforce / staff, including any change in the career structure, mode of employment or promotional opportunities available to staff (excludes vacant positions where no existing employee is directly affected);
- b) any change in the skills required;
- c) the elimination of or reduction of job opportunities;
- d) alteration to the hours of work;
- e) the need for retraining and/or transfer of staff to another work location;
- f) the restructuring of job(s) and/or the contracting out of any particular service or activity currently performed by an employee;
- g) Substantial changes to set rosters.

35.4 Communication about Implementing Change

- a) If a decision is taken to proceed with a proposed change, the appropriate manager(s) must discuss the implementation of that change with the affected employees, particularly where the change is likely to have an impact on the work, conditions or career prospects of employees. The affected employees are entitled to representation in these discussions.
- b) Such discussions should include reasonable and practicable means of avoiding detrimental outcomes for affected employees and may involve an agreement related to relocation and/or retraining. Where changes are likely to lead to position(s) becoming redundant, YWCA Canberra shall comply with the provisions for redundancy prescribed in this agreement.
- c) YWCA Canberra will attempt in the first instance to provide opportunities for redeployment where a position is no longer required.

36. TERMINATION OF EMPLOYMENT

36.1 Notice of termination of payment in lieu by the Employer

To terminate the employment of an employee, where employed on a permanent basis, the employer shall give to the employee a period of notice specified in the table below:

Period of Continuous Service	Period of Notice
Less than 1 year	1 week
Between 1 and 3 years	2 weeks
Between 3 and 5 years	3 weeks
More than 5 years	4 weeks

- a) In addition to the notice in 36.1, employees over forty five (45) years of age at the time of the giving of the notice, with not less than two years continuous service, are entitled to an additional week's notice.
- b) Payment in lieu of the prescribed notice in 36.1 must be made if the appropriate notice period is not required to be worked. If employment may be terminated by the employee working part of the required period of notice and by YWCA Canberra making payment for the remainder of the period of notice.
- c) The required amount of payment in lieu of notice must be equal or exceed the total of all amounts that the employee would have been paid and entitled to if they had continued to work for the same amount of time. That total must be calculated based on:
 - (i) the employee's ordinary hours of work (even if not standard hours); and
 - (ii) the amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties; and
 - (iii) any other amounts payable under the employee's contract of employment.
- d) The period of notice in this clause does not apply:
 - (i) to employees engaged for a specific amount of time or for a specific task or tasks (fixed-term agreements);
 - (ii) 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; or
 - (iii) to casual employees.
- e) Continuous service is defined as all periods of permanent part-time and full-time employment with YWCA Canberra notwithstanding:
 - (i) absence from work on due to paid leave, which shall be considered and counted as time worked.
 - (ii) unpaid absences. Provided unpaid absences of more than one week in any year of employment shall not be counted as time worked except for periods of unpaid parental leave.

37. NOTICE OF TERMINATION BY AN EMPLOYEE

37.1 An employee must give the employer notice of termination. The notice of termination required to be given by an employee is the same as that required of YWCA Canberra for grade 1 to grade 4 employees outlined in clause 36.1. Grade 5 and 6 employees will be required to provide 4 weeks' notice.

37.2 If an employee, without the express agreement of YWCA Canberra, fails to give the notice specified in 37.1, YWCA Canberra is not obliged to make payment in lieu of the balance of the notice period that was not worked.

37.3 If an employee who is at least 18 years old does not give the period of notice required under paragraph (b), then the employer may deduct from wages due to the employee under this award an amount that is no more than one week's wages for the employee.

37.4 If the employer has agreed to a shorter period of notice than that required under subclause 37.1, then no deduction can be made under subclause 37.3.

37.5 Any deduction made under subclause 37.3 must not be unreasonable in the circumstances.

38. REDUNDANCY

38.1 Redundancy Definitions

Acceptable alternative employment or redeployment is employment 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 and which recognises the period of continuous service which the employee had with YWCA Canberra.

Business means the business of YWCA Canberra (including externally funded programs) or occupation as conducted by YWCA Canberra and includes part of any such business.

Redundancy occurs where YWCA Canberra has made a definite decision that YWCA Canberra 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. Redundancy occurs only when no redeployment or acceptable alternative employment opportunities are available.

Transmission includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and transmitted has a corresponding meaning.

Week's pay means the ordinary time rate of pay for the employee concerned provided such rate shall exclude:

- penalty rates;
- overtime;
- shift allowances;
- special rates;
- fares and travelling time allowances;
- bonuses; and any other ancillary payments of a like nature

38.2 Transfer or redeployment to lower paid duties

Where an employee is transferred to lower paid duties following significant change, the same period of notice must be given as the employee would have been entitled to if the employment had been terminated as outlined in clause 36.1 YWCA Canberra may, at their discretion, make payment in lieu of notice of the amount equal to the difference between the former ordinary rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

38.3 Redundancy pay

An employee whose employment is terminated due to redundancy is entitled to the following amount of redundancy pay in respect of a period of continuous service:

Period of continuous service	Severance pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay*
2 years and less than 3 years	6 weeks' pay*
3 years and less than 4 years	7 weeks' pay*
4 years and less than 5 years	8 weeks' pay*
5 years and less than 6 years	10 weeks' pay*
6 years and less than 7 years	11 weeks' pay*
7 years and less than 8 years	13 weeks' pay*
8 years and less than 9 years	14 weeks' pay*
9 years and less than 10 years	16 weeks' pay*
More than 10 years	12 weeks' pay*

*weeks pay is defined in clause 38.1.

38.4 Employee leaving during notice period

An employee who has been given notice of termination of employment in circumstances of redundancy, may terminate their employment during the period of notice set out in clause 36.1. In this circumstance the employee will be entitled to receive the benefits and payments they would have received under this clause had they remained employed by YWCA Canberra until the expiry of the notice but will not be entitled to payment in lieu of notice.

38.5 Alternative employment

YWCA Canberra, in a redundancy case, may make application to the Fair Work Commission to have the general severance pay prescription varied if YWCA Canberra obtains acceptable alternative employment for an employee.

38.6 Job search entitlement

During the period of notice of termination given by YWCA Canberra in accordance with 36.1, an employee shall be allowed up to one ordinary day off without loss of pay during each week of notice for seeking other employment.

- a) If the employee has been allowed paid leave for more than one day per week during the notice period for seeking other employment, the employee shall, at the request of YWCA Canberra, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent. For this purpose, a statutory declaration will be sufficient.
- b) The job search entitlements under this sub clause apply in lieu of the provisions of 38.3 in cases of redundancy.

38.7 Employees exempted

This clause does not apply to:

- a) employees terminated due serious misconduct that justifies dismissal without notice;
- b) probationary employees;
- c) trainees;
- d) employees engaged for a specific period or for a specified task or tasks (fixed-term employment); or
- e) casual employees.

38.8 Redundancy disputes

- a) Where a redundancy dispute arises, and if it has not already done so, YWCA Canberra must provide affected employees and their representatives (if requested by any affected employee) in good time, with relevant information including:
 - (i) the reasons for any proposed redundancy;
 - (ii) the number and categories of workers likely to be affected; and
 - (iii) the period over which any proposed redundancies are intended to be carried out.
- b) Where a redundancy dispute arises and discussions occur in accordance with this clause YWCA Canberra will, as early as possible, consult on measures taken to avert or to minimise any proposed redundancies and measures to mitigate the adverse effects of any proposed redundancies on the employees concerned.

39. ALLOWANCES

The following allowances are payable to an employee in addition to the employee's classification rate where applicable.

39.1 Travel accommodation and meals

Where YWCA Canberra requires an employee to be absent overnight due to work related commitments, the employer shall meet all reasonable costs of accommodation. Employees will either be provided with all meals or be entitled to the Meal Allowances specified in Schedule 4 and any relevant supplementary policies.

39.2 Use of private motor vehicle for YWCA Canberra work purposes

An employee may use their comprehensively insured private motor vehicle for work-related travel only with the prior approval of YWCA Canberra. Where a private motor vehicle is being used in the performance of duties the employee shall be paid in accordance with the Private Vehicle Reimbursement Rates as prescribed by Schedule 4.

39.3 First aid allowance

- a) Where YWCA Canberra is required to appoint and does so appoint an employee qualified at a certificated first aid course to act as a first aid person in compliance with specific workplace registration requirements, YWCA Canberra shall pay the employee who is the holder of a current recognised first aid qualification an allowance at the rate specified in Schedule 4. This allowance shall be per day based on full-time employment and will be pro-rated to a per hour rate for part-time employees.
- b) Where YWCA Canberra appoints an employee qualified at a certificated first aid course to act as a workplace/work unit first aid person (other than in a workplace with specific workplace registration requirements), YWCA Canberra shall pay the employee who is the holder of a current recognised first aid qualification an allowance at the rate specified in Schedule 4 per week.

39.4 Higher duties allowance

- a) An employee appointed to perform the duties of a position classified above the level of their position for a period longer than five consecutive working days, is to be paid a higher duties allowance from the date of commencing the assignment. The allowance will be the difference of the employee's current hourly rate and the level of the salary applying to the first level of the higher classified position or at the next increment if the salary level is the same.
- b) An employee appointed to perform partial higher duties of a position classified above the level of their position for a period longer than five consecutive working days is to be paid a partial higher duties allowance from the date of commencing the assignment. The percentage of partial higher duties to be paid shall be a percentage of the difference between the employee's current hourly rate and the level of the salary applying to the first level of the higher classified position or at the next increment if the salary level is the same. The partial higher duties allowance must be agreed in advance by YWCA Canberra and employee and shall be based on the required hours at a minimum of 20% and maximum of 80%.
- c) Examples of partial higher duties would include circumstances where the higher position responsibilities/duties were shared between several employees for developmental purposes, or when an employee was not in a position to undertake the full range of duties of the higher position responsibilities/duties or when all the duties of the role is not required to be undertaken.
- d) Allowances paid under this clause shall be regarded as salary for the purposes of calculating payment for overtime worked during the period of assignment.

39.5 On-call allowance

- a) An employee, up to and including YWCA Grade 4, required to and appointed to be placed on-call (i.e. available for recall to duty) during the period outside their ordinary hours of duty on any weekday (Monday to Friday), shall be paid an allowance of 2.0% of the standard rate (SCHADS Level 3.3 as can be varied from time to time). In respect to any 24-hour period or part thereof for weekends (Saturdays and Sundays) and public

holidays, an allowance of 3.96% of the standard rate any specified 24 hour period or part thereof will be paid.

- b) In the event an employee is recalled to duty for any period during an off-duty period, such attendance shall be recognised from the time of receiving the recall until the time of finishing such recall duty with a minimum of 2 hours to apply.
- c) For the purposes of this clause a 24-hour period shall commence at the end of the employees shift/duty or where there is a break between the end of their last duty and the period of on-call, the 24-hour period shall commence at 12:00am (midnight) on the relevant day or at an agreed time.
- d) Refer to clause 45 for the rates that apply to periods where employees are recalled to duty.
- e) Further information about the operational application of on-call allowances and recall to duty is available in the organisational policies and procedures.
- f) For the purposes of this clause, recall means being required to attend your physical place of work during a period where the employee is not on duty.

39.6 Additional Professional Qualifications Allowance

Additional Professional Qualification Allowance shall be paid to qualified Early Childhood Teachers working in Early Childhood Services in an Early Childhood Teacher role.

39.7 Broken shift allowance

Where an employee works two separate shifts per day they shall attract a Broken Shift Allowance as specified in Schedule 4. A shift is considered a Broken Shift when a period of more than 1.5 hours lapses between the two spells of duty.

PART 2

Part 2 of the Agreement applies to all employees covered by the Agreement other than Family Day Care Educators.

40. MODE OF EMPLOYMENT

40.1 YWCA Canberra may employ persons on a permanent full-time or part-time, fixed term or casual basis.

40.2 On engagement, permanent or fixed-term employees will be given written notification by YWCA Canberra of:

- a) the salary and classification of the position to which they are appointed;
- b) the hours of duty and times of attendance;
- c) the terms and conditions of employment applicable to them.

40.3 Any agreed variation to the above written terms will be confirmed in writing.

40.4 Permanent full-time employment

A full-time employee shall work 38 hours per week up to a maximum of ten (10) hours per day

40.5 Permanent part-time employment

A part-time employee is an employee who is engaged to work less than 38 ordinary hours per week.

- a) A part-time employee shall be paid for each hour worked at the rate prescribed for the appropriate classification in the Agreement. Such part-time employee shall be entitled to receive all benefits and entitlements outlined in this agreement on a pro-rata (per hour worked) basis calculated as a percentage of a full-time equivalent.
- b) For work performed on any shift, a part-time employee shall receive a minimum payment of two hours. If where a part-time employee, working in before and after school care works a broken shift, the minimum payment for the morning part of the shift shall be one and one half hours and the minimum payment for the afternoon part of the shift shall be two and one half hours. In the case of before and after school care the Broken Shift Allowance outlined in clause 39.7 will apply.
- c) The rostered hours of work for a part-time employee may be altered by mutual agreement and recorded in writing. Such recording may be contained on a paper or electronic time sheet or wages book. In such cases, part-time employees must work up to 38 hours per week or 10 hours per day before overtime provisions apply.

40.6 Fixed-term employment

A fixed term employee may be employed on either a full or part-time basis.

- a) All the provisions of this Agreement apply to fixed-term employees for the duration of their employment and on a pro-rated basis if they work less than full-time hours.
- b) On engagement, a fixed-term employee must be given in addition to information referred to in clause 37.2, written notification of the date on which the employment is to commence and the date on which the employment is to terminate.

- c) The use of fixed-term employment shall be limited to employment in the following circumstances:
 - (i) Where the position is funded from a specific purpose grant for a project of limited duration;
 - (ii) Where the position is vacant because of an employee's absence on Long Service Leave, Leave Without Pay, Parental Leave or while filling any other short-term vacancy;
 - (iii) Where the practicality of permanently filling a newly-created position is dependent on reaching specifically defined targets in relation to participation or revenue generation.
- d) Other valid business reasons.
- e) At least one month prior to the expiry of a period of fixed-term employment the employee will be advised of YWCA Canberra's intention to renew, or not to renew employment upon the expiry of the contract.

40.7 Casual Employment

A casual employee is a person engaged to work as and when required and excludes permanent and fixed-term employees.

- a) A casual employee will be paid per hour based on the appropriate rate for their classification as outlined in Schedule 4. In addition, a casual loading for hours worked will be paid in lieu of the paid leave entitlements accrued by permanent and fixed-term employees in line with current legislation.
- b) Casual employees will be paid the following minimum number of hours, at the appropriate rate, for each engagement:
 - (i) Social and Community Services Employees, except when undertaking disability services work, will be paid for a minimum of 3 hours if the period of engagement is less than 3 hours.
 - (ii) Child Care workers and all other casual employees will be paid for a minimum of 2 hours per engagement, except that a casual employee working in before and after school care will only be paid a 2-hour minimum when they are engaged in before school care and are not required to work in after school care on the same day.

40.8 Job Share

YWCA Canberra will consider proposals from employees requesting to enter a job share arrangement. Such requests will be dealt with on a case by case basis by the nominated representative of YWCA Canberra and shall not unreasonably be refused. Grounds for refusal will include (but is not limited to) detrimental impact on the effective and efficient service delivery in the work area proposed.

40.9 Work Site Locations

Each employee upon engagement shall be allocated a nominated initial worksite location that shall be the point of commencement of duty. YWCA Canberra operates in a multi-site environment and as such employees may be required to work in other locations. Employees who work for the School Age Care Program will be required to work in multiple locations based on the operational requirements.

40.10 Stand Down

Other than in periods of Annual Leave, employees working in before and after school care programs may be stood down without pay during the school vacation period.

Provided:

- a) a stand down period does not break the continuity of service of the employees;
- b) during a period of stand down employees will not accrue annual leave or sick leave however this period will be counted as service for the purposes of long service leave and parental leave.
- c) YWCA Canberra gives no less than four weeks' notice of its intention to stand down employees; and
- d) should YWCA Canberra seek to invite employees to resume work during stand down period as much notice as possible shall be given, but an employee stood down shall have the right to refuse to return to work at any time other than that notified in accordance with (c) above.

41. PROBATION

41.1 The purpose of probation is to provide a period at the commencement of employment with the Organisation in which a probationary staff member's suitability to the position, to YWCA Canberra and to the workplace can be assessed. During a probation period, YWCA Canberra will offer appropriate support, development opportunities and feedback to assist the new employee to achieve confirmation of employment.

41.2 A staff member, other than a casual, will be required to serve a probation period. For employees on fixed-term contracts, any second or subsequent fixed-term offer of employment for the same position will not contain a probation period. Where a probationary period applies, the staff member's employment agreement will specify the period and conditions of the probation.

41.3 Confirmation of a probationary period will be deemed confirmed where a staff member is notified in writing at least 10 days prior to the end of the probation period of permanent or fixed-term appointment. Similarly, annulment of employment or extension of the probation will be confirmed in writing at least 10 days prior to the end of the probationary period.

41.4 Except in a case of serious misconduct, an employee who is on a probationary period whose employment is annulled will be given notice in accordance with clause 36.1.

42. AGREEMENT FLEXIBILITY

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

- a) the agreement deals with arrangements about leave loading;
- b) the arrangement meets the genuine needs of the employer and employee in relation to the matters mentioned in paragraph (a); and
- c) the arrangement is genuinely agreed to by the employer and employee.

42.1 The employer must ensure that the terms of the individual flexibility arrangement:

- a) are about permitted matters under section 172 of the Fair Work Act 2009; and

- b) are not unlawful terms under section 194 of the Fair Work Act 2009; and
- c) result in the employee being better off overall than the employee would be if no arrangement was made.

42.2 The employer must ensure that the individual flexibility arrangement:

- a) is in writing; and
- b) includes the name of the employer and employee; and
- c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- d) includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment because of the arrangement; and states the day on which the arrangement commences.
 - (iv) States the date the agreement is to start

42.3 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

42.4 The employer or employee may terminate the individual flexibility arrangement:

- a) by giving no more than 28 days written notice to the other party to the arrangement; or
- b) if the employer and employee agree in writing — at any time.

43. CLASSIFICATION STRUCTURE

The classification structure for all employees, other than Family Day Care Educators, is contained in Schedule 3 of this Agreement.

43.1 Salary Rates and Classification

All employees will be paid a salary in accordance with Schedule 4 as appropriate and shall be classified in accordance with the classification descriptors appearing at Schedule 3 as appropriate.

43.2 Incremental Progression

Progression from one salary step to the next salary step within a level is subject to an employee meeting the following criteria:

- a) Competence at the existing level;
- b) 12 months' experience at the step (or in the case of employees employed for 19 hours or less per week, 24 months' experience) and in-service training as required prior to progressing to the next step in the level.
- c) Where an employee is deemed not to have met the requisite competency at their existing level at the time of appraisal, their incremental progression may be deferred for periods of three months at a time provided:

- d) The employee is notified in writing as to the reasons for the deferral;
- e) The employee has, in the twelve months leading up to the appraisal, been provided with in-service training; and
- f) Following any deferral, the employee is provided with necessary training and support to improve their performance.
- g) Where an appraisal has been deferred for operational reasons beyond the control of either party, and the appraisal subsequently deems the employee to have met the requirements under this clause, any increase in wage rates will be back paid to the 12-month (or 24 months where applicable) anniversary date of the previous incremental progression.
- h) An employee whose incremental advancement has been refused or deferred may seek to have the decision reviewed by lodging a written request through the dispute resolution procedure in clause 10 of this agreement. If the review is successful, then the incremental advancement will be backdated to the original due date. The review process must be completed within two months of the request for the review being made.
- i) Progression to higher levels or grades will only occur if the employee's position has changed to meet the criteria and classification of the higher grade or level.

44. HOURS OF WORK AND RELATED MATTERS

44.1 The ordinary hours of work for each employee must be stipulated on engagement or fixed term renewal.

44.2 Ordinary hours are defined as those hours worked continually, except for meal breaks, on any or all the days from Monday to Friday (inclusive) between 7.00 a.m. and 7.00 p.m. and Saturday from 7.00am to 12.00 midday.

44.3 The ordinary hours of work for any full-time employee are 38 hours per week.

44.4 Any variation to hours of work or patterns of work shall be with the express approval from the relevant supervisor or manager and will be confirmed in writing.

45. MEAL BREAKS

An employee shall not be required to work more than five hours continuously without a meal interval of not less than 30 minutes and not more than 60 minutes. After this time, an employee will be required to take this break. Such meal interval shall not be counted as time worked, and the employee shall be free of all duty during such interval.

46. REST PERIODS /TEA BREAKS

At times, suitable to YWCA Canberra, two rest periods of 10 minutes each shall be given to each employee during each full-time period (7.6 hours per day) of ordinary rostered hours and shall be counted as time worked.

47. OVERTIME

47.1 YWCA Canberra may require an employee to work reasonable overtime.

47.2 An employee may decline to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to

health and safety, personal circumstances (including any family responsibilities), the needs of the workplace, the period of notice (if any) given to the employee and any other relevant matter.

47.3 Overtime shall only be worked with the prior approval of YWCA Canberra. Prior approval must also include approval of whether payment for overtime or time of in lieu (TOIL) applies to the period of approved overtime. YWCA Canberra will generally require TOIL to apply in workplaces where current TOIL systems operate. All approved time worked by employees in excess of 38 hours per week or 76 hours per fortnight as prescribed in clause 37 shall be considered overtime or time in lieu where appropriate.

47.4 Rates Applicable to Overtime (Full Time Employees)

- a) on Monday to Saturday, payment will be made at the rate of time and half (T1.5) for the first three (3) hours and double time (T2) thereafter;
- b) for all authorised overtime on a Sunday, payment will be made at the rate of double time (T2);
- c) for all authorised overtime on a public holiday, payment will be made at double time and a half (T2.5); and
- d) overtime rates in this clause will be in substitution for, and not cumulative upon the shift premiums prescribed in clause 37.

47.5 Rates applicable to Overtime (Part Time Employees)

- a) All part-time hours worked by part-time employees in excess of 38 hours per week or 76 hours per fortnight will be paid for at the rate of time and a half (T1.5) for the first two hours and double time (T2) thereafter, except that on Sundays such overtime will be paid at the rate of double time (T2) and on public holidays at the rate of double time and a half (T2.5).
- b) All time worked by a part-time employee which exceeds 10 hours per day, will be paid at the rate of time and a half (T1.5) for the first two hours and double time (T2) thereafter, except on Sundays when overtime will be paid for the rate of double time (T2), and on public holidays at double time and a half (T2.5).
- c) Time worked up to the hours prescribed in clause 47.5 (a) & (b) will not be regarded as overtime but an extension of the contracted hours for that day/week/pay period and will be paid at the ordinary rate of pay.

47.6 Time off (TOIL) instead of payment for overtime

By agreement, an employee may be compensated by way of time off instead of payment of overtime on the following basis:

- a) any periods of time off in ordinary hours will equate to the relevant period of overtime worked;
- b) all employees at YWCA Grade 5 and above shall accrue the first ten (10) hours of TOIL accrual on an hour for hour worked basis.
- c) an employee may accumulate up to a maximum of ten hours' time in lieu at any given point in time;
- d) notwithstanding clause 47.3 by agreement between the employee and employer, TOIL for overtime may be accrued and taken as part of annual leave or for a specific purpose;

- e) where it is not possible for an employee to take the time off instead of payment for overtime within the three-month period following accrual, it is to be paid out at the appropriate overtime rate based on the rates of pay applying at the time payment is made.

47.7 Overtime meal allowance

Employees working more than three hours overtime on a single day will be provided with a meal by YWCA Canberra. If YWCA Canberra elects not to provide a meal, then the Overtime Meal Allowance as specified in Schedule 4 will be paid to the employee.

47.8 Transport after overtime

When an employee is required to work overtime and finishes work at a time when normal means of transport are not available, YWCA Canberra will ensure the employee is able to access transport to their normal place of residence either by providing the transport or ensuring that the employee is able to use their own vehicle.

48. NON-CONTACT TIME IN CHILD CARE CENTRES

48.1 Employees responsible for programming and planning for a group of children shall be allowed up to 2 hours per week away from face to face work with the children in their care. This time is to be spent on planning, preparing, researching and programming activities.

48.2 Such non-contact time shall be granted to the employee when the employee requests that time is necessary. The hours at which such non-contact time will be taken will be decided by the Director/Coordinator following discussion with the employee concerned.

48.3 Where YWCA Canberra believes that non-contact time is unnecessary YWCA Canberra shall discuss this with the employee within 8 hours of such request being made. Following this discussion should the employee not accept the decision of YWCA Canberra the employee shall refer to clause 11 in this Agreement for the dispute resolution procedure.

48.4 Wherever possible non-contact time should be rostered in advance to minimise the disruption to the service and the financial impact.

49. NOTIFICATION OF SHIFTS

YWCA Canberra shall provide at least seven days prior notification to permanent and fixed-term employees (and where possible casual employees) of the hours of commencement and cessation of work.

50. CALCULATION OF CONTINUOUS SERVICE

50.1 For calculating entitlements under this Agreement, service shall be deemed to be continuous notwithstanding absences from work on account of paid leave entitlements, which shall be taken into account and counted as time worked.

50.2 Unpaid absences and leave without pay

Provided unpaid absences shall not be counted as time worked, except that where:

- a) unpaid absences total less than one week in any year of employment or

b) absence is unpaid parental leave,
such absences shall be counted as time worked.

PART 3

This section of the Agreement only applies to Family Day Care Educators

51. DEFINITIONS

Child Care Hour shall mean one hour of child care for one child.

Engagement shall mean the period or periods for which YWCA Canberra notifies the employee that they are required to provide care on any one day.

Family Day Care Educator shall mean an employee engaged in the provision of child care in a private home, who is licensed or registered, however described, to provide that care by, through or in connection with YWCA Canberra Family Day Care Scheme.

Family Day Care shall mean a system of child care where care is provided for children by persons who are not parents, foster parents or guardians of those children and where the care takes place in a home. Without limiting the generality of the terms, Family Day Care shall include attendance at playgroups, excursions, courses or other activities provided by or through YWCA Canberra Family Day Care Scheme.

Family Day Care Scheme shall mean a child care service which controls, coordinates, supervises, organises or facilitates the care of children with Family Day Care Educators.

Standard hours of care shall mean all care provided between 8.00 a.m. to 6.00 p.m. Monday to Friday, excluding care provided on public holidays.

Non standard hours of care shall mean care provided outside the standard hours of care Monday to Friday, care provided on Saturday, Sunday and Public Holidays and shall include casual hours of care.

Before and After Schools Hours Care shall mean care provided for school age children during school terms, before and after the normal school hours in relation to the school attended by each child. Before and after school hours care shall attract the hourly rate for the relevant period in which the care is provided. i.e. standard or non-standard.

Notified hours shall mean the care the employee is required to provide for each individual child in their care based on the agreement reached with the parent/primary caregiver of that child as per 52.3.

Temporary absence shall mean any absence where it is intended that the child will return to the employee's care and includes, but shall not be limited to, absences due to the child's illness, absence on holidays and other similar absences.

52. TERMS OF ENGAGEMENT

52.1 Contract of Employment

A person engaged as a Family Day Care Educator, within the terms of this Agreement shall, on commencing employment, be provided by YWCA Canberra with a written statement outlining:

- a) Duties

- b) Commencing rate of pay under this Agreement; and
- c) Guidelines and policies of YWCA Canberra Family Day Care Scheme.

52.2 At the time of engagement, a Family Day Care Educator will provide YWCA Canberra with a written statement outlining:

- a) the number of children the worker will be available to provide care for;
- b) the hours within which they are available to provide care; and
- c) any special requirements of the worker or the Service relating to the provision of child care.

52.3 YWCA Canberra shall, in respect of each child who is to be placed in the care of the employee, notify the employee of that intention and of the times at which care is to be provided to the child on a regular basis. The notified hours of care may be changed by YWCA Canberra within the terms of agreement reached in accordance with Clause 52.1 at any time provided at least two week's notice of such change is given. No child will be placed into the care of an employee without the prior agreement of the employee. Any dispute arising from this clause may at the election of either party be dealt with in accordance with the Dispute Settling Procedure before placement occurs.

52.4 Removal from care

Where a child is removed from an employee's care preference will be given, as far as practicable, to allocating to that employee any new work which arises as a result of a child requiring the provision of care.

52.5 Minimum Payment

The minimum payment for each engagement shall be 4 child care hours.

53. WAGES AND RELATED MATTERS

53.5 Wages rates payable to Family Day Care Educators are detailed in Schedule 4.

53.6 Wages during children's absences

- a) Subject to 52.4, an employee will continue to be paid where child care hours are not worked due to the temporary absence of a child normally placed in the employee's care.
- b) Where the temporary absence is due to the child being on holidays, payment under this clause shall be at the full hourly rate.
- c) An employee shall receive at least two weeks' notice before children using notified care are permanently removed from care. Where notice is not given to the employee in accordance with this clause then the employee will continue to receive the wages the employee would have received had the children remained in care in lieu of the notice period or part thereof.

53.7 Care outside of notified hours

- a) In emergency situations, an employee may be required to provide care outside of he notified hours. An employee may not unreasonably refuse to work outside notified hours in an emergency.

- b) If less than 24 hours' notice of the requirement to provide care outside of notified hours is given, the employee shall be entitled to be paid at the rate of triple time (T3) for each hour worked or part thereof.
- c) Any time worked which is paid for at triple time (T3) pursuant to the above shall not be counted as time worked for the purposes of calculating an employee's weekly rate of pay for leave or other purposes.
- d) An emergency situation means any circumstances in which care is reasonably required outside of the notified hours. If an employee believes that the emergency situation is being abused in respect of any child in their care, the employee shall raise that matter with YWCA Canberra who shall investigate the reasons as to why care is being required outside the notified hours and attempt to resolve with the parent or guardian of the child any difficulties which are occurring.

54. ANNUAL LEAVE

54.1 The Annual Leave provisions in Part 1 of the Agreement shall be applied in the manner as outlined in this clause.

54.2 An employee's entitlement to annual leave will accrue on the basis of one child care hour's annual leave credit for every thirteen child care hours worked or taken as approved paid leave.

54.3 After twelve months' continuous employment annual leave shall be taken in periods of not less than one day or more than four weeks in duration.

54.4 Whilst on annual leave an employee shall be paid at the standard hours of care rate.

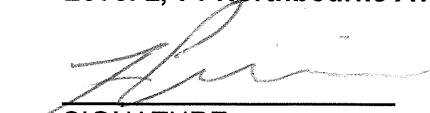
54.5 Provided that the maximum payment for number of child care hours an employee shall receive on any one day of annual leave taken shall not exceed the total number of child care hours worked on any one day in the preceding year.

54.6 Annual leave shall be taken at a time mutually agreed upon by YWCA Canberra and the employee, and in the absence of agreement at a time fixed by YWCA Canberra, within a period not exceeding six months from the date when the right to annual leave accrued due and after no less than six weeks' notice to the employee. YWCA Canberra may allow annual leave to an employee before a complete year of service has elapsed.

PART 4

SCHEDULE 1: Signatories to the Agreement

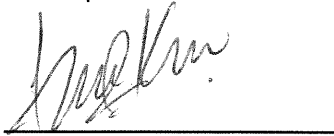
**Signed for and on behalf of the YWCA Canberra
Level 2, 71 Northbourne Avenue, Canberra ACT 2601.**



SIGNATURE

Frances Crimmins CEO
NAME and TITLE

In the presence of:



SIGNATURE
Date: 1 June 2021

Louise R. Kuan
NAME

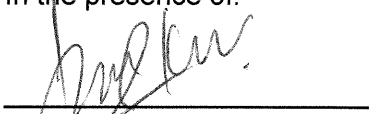
**Signed for and on behalf of the Employees of YWCA Canberra
Level 2, 71 Northbourne Avenue, Canberra ACT 2601**



SIGNATURE

Thanuja Samaranayake
Senior Payroll Officer.
NAME and TITLE

In the presence of:



SIGNATURE
Date: 1 June 2021

Louise R. Kuan
NAME

SCHEDULE 2: YWCA Canberra Classification Guide

55. User Guide

a) Introduction

To enable positions to be correctly classified, two separate and sequential processes need to occur.

b) Position analysis

This involves the gathering and documenting of information about the position and describing it in a form which can be used to compare the work features, responsibilities, qualifications and any other aspect of the job with the classification criteria.

The information recorded must be a true and accurate record of the current duties and responsibilities.

The standard job description format is the most appropriate method to be used. The quality and extent of the information gathered is very important in this process.

c) Position evaluation

After the job description is complete, a systematic comparison with the classification criteria needs to be undertaken. This assessment is used to determine the appropriate classification of the position.

d) Steps in classifying a position

The steps in classifying a position using the classification criteria are:

- (i) Analyse and compare the work levels described with the job description to ascertain the most likely classification level for the position.
- (ii) All aspects of the job description, i.e. requirements of the job, responsibilities, organisational relationships, extent of authority, etc, must be considered against the total criteria for the level. (The total responsibilities of the position must be compared with the total responsibilities of the level rather than comparison with selected parts.)
- (iii) The job description should be tested against more than one level for appropriateness.

56. Glossary of Terms

Description of work

Action means the smallest component of work.

Task means a unit of work (group of actions) forming a consistent or significant part of an activity.

Activity means a group of related tasks which may well constitute a significant part of a function.

Function means a collection of activities which may constitute the whole or part of a work area.

Work area means the area in which the employee works, be it a function, section, department or whole organisation.

Definitions

Apply means to administer, put to practical use, use as relative or suitable, employ for a particular purpose.

Assist means to help, to give support to, to lend aid.

Basic means fundamental, uncomplicated.

Complex means work wherein the predominant feature is the consideration of the impact of the interactive elements as they relate to the total job rather than focusing on any segment in isolation.

Moderately complex means to a lower degree than complex, less extensive.

Limited complexity means work which involves the application of established principles, practices and procedures. Generally, actions and responses can be readily identified and repeated from previous experience.

Very complex means the application of a comprehensive knowledge of established practices and procedures as they affect all aspects of the range of operations, or an in depth knowledge of the operation. Generally responses require a high level of analytical skills with the work drawing together a range of aspects and the method selected from a range of genuine alternatives.

Contribute means to help bring about supply.

Control means to exercise directing, guiding or restraining power over, to check or regulate, to keep within limits.

Co-ordinate means to bring into such relation that all things co-ordinated take part in a common action to integrate.

Critical means an indication that a component, issue or decision is fundamental to subsequent actions, considerations and decisions, crucial.

Close directions/supervision means employees receive detailed instruction on job requirements, methods to be adopted and unusual or difficult features. Employees work is subject to progress checking.

General direction/supervision means employees receive general instructions usually covering only the broader aspects of the work. In some situations, detailed instruction may be necessary. The work of experienced and competent employees is subject to final checking and, only as required, progress checking.

Limited direction/supervision means employees receive limited instructions which clearly state objectives. Employees have a significant degree of competence and experience and are able to achieve the objective by conforming to instructions but with minimal guidance.

Broad direction/supervision means employees normally receive instructions in the form of broadly stated objectives. Extensive knowledge and experience enables employees to contribute to the determination of goals and objectives.

General supervision means a line management function and refers to the supervision given to professional/specialised and other staff. It consists of the allocation and direction, oversight and co-ordination of the work of subordinate staff.

Professional supervision means a quality control function and refers to supervision given to another staff member who requires the exercise of specialised/professional judgement.

General professional guidance means direction and guidance given on a range of professional assignments. An employee has discretion in selecting the most appropriate method of completing these, and conformity with directions is measured by satisfactory completion of allocated specialised assignments.

Discipline means an identified occupation; field of specialisation; defined body of professional knowledge, skills and expertise.

Element means a component, part of.

Elementary means rudiments of first principles, in the first stages, slight.

Enforcement means an act of enforcing, giving effect to.

Establish means to set up, to institute, to place on a firm basis.

Exercise means to bring to bear or employ actively (as in exercising authority or influence).

Experienced means having worked in a relevant field for sufficient time to have sufficient understanding of the basic principles of the discipline, to have ability to successfully undertake the majority of normal requirements of the work situation and to have a good appreciation of the activities involved.

Considerable experience means having worked in a relevant field for sufficient time to ensure a competence to undertake and advise on a full range of normal requirements of the work situation and to have the ability to perform a variety of activities involving special, unusual or complex features of the work.

Extensive experience means having worked in a relevant field for sufficient time to ensure ability to control and advise on the full range of activities and to be expert in terms of a wide variety of special, unusual or complex features of the work.

Extensive means large, far reaching, comprehensive.

Facilitate means to make easy or less difficult (usually by doing something to advance the accomplishment of an act); to provide the environment or circumstances to allow the accomplishment of an act.

Formulate means to develop, to devise a statement of policy or procedures, to put in a systematised statement, as in statement of procedure.

Function means a collection of activities which may constitute the whole or part of a work area.

Graduate means a person who has a degree.

Guidance means to provide leadership and direction

Identify means to establish the identity of, to associate with some interest.

Implement means to carry out, to perform acts essential to the execution of a plan or program, to give effect to.

Initiate means to originate, to introduce in the first instance, to cause or bring to pass by original act, as in organising a plan, policy or procedure.

Innovative relates to the extent to which there is a requirement to vary from or make changes to accepted processes and systems.

Instruction means to impart to another, directions given.

Interpret means to clarify or explain, translate.

Judgement means an application of an amalgam of knowledge and experience to derive appropriate decisions.

Professional judgement means the application of specialised/professional knowledge and experience in defining objectives, solving problems, establishing guidelines, reviewing the work of others, interpreting results and providing and assessing advice or recommendations and other matters which have an element of latitude or decision making.

Knowledge means an understanding of techniques, principles, procedures and practices gained through either study of the relevant theory or discipline or through experience gained over time.

Developing knowledge means a learning process which will lead to knowledge of.

Working knowledge means sufficient to perform function.

Sound knowledge means well founded, reliable.

Comprehensive knowledge means embracing a wider range.

Detailed/thorough knowledge means complete.

Professional or specialised knowledge means knowledge of principles and techniques applicable to a particular discipline. It is obtained during the acquisition of professional/specialised qualifications and/or relevant experience.

Maintain means to keep possession of, to hold or keep in any condition, to keep up to date or current, as to maintain records.

Major means greater, more important.

Manager means an employee who is required to have sound knowledge of the relevant principles, practices and procedures applicable to a specialised field of work or discipline.

Managers are responsible for the achievement of particular objectives or completion of a project. This responsibility includes accountability for material, human and financial resources allocated to that objective or project.

Normal specialised work means ongoing specialised/professional duties performed in accordance with conventional established professional practice, methods and standards, but excludes complex specialised work.

Novel specialised work means work requiring a degree of creativity, originality, ingenuity and initiative.

Specialised/professional practitioner means an employee who operates as an individual, team member or team leader. Specialised practitioners carry out a broad range of activities or functions using relevant practices and procedures within a comprehensive field of work or specialised/professional discipline. This role can provide advice to others on aspects of the field or discipline and can be expected to apply that in an original and innovative manner to activities of the work area. This role may include the supervision of other specialised/professional staff and staff from other fields of work.

Professional specialist means an employee who has an in depth knowledge of and is acknowledged as an authority by senior management and peers in a field of work, specialised discipline or range of disciplines. An original and continuing contribution to the field(s) or discipline(s) is an essential element of this role.

SCHEDULE 3A: YWCA Canberra Classification Structure – For Part 2 Employees in Children’s Services other than Family Day Care Educators

All employees will be classified by the employer into one of the levels contained in this Schedule in accordance with the employee’s skills, responsibilities, qualifications, experience in the industry and duties.

Progression within a level is subject to the provisions of clause 59.

Employees moving from one classification level to another will commence on the 1st year of service rate of the higher level.

57. Progression for children’s services employees

- (a) Progression from one level to the next within a classification is subject to an employee meeting the following criteria:
 - (i) competency at the existing level;
 - (ii) 12 months experience at that level (or in the case of employees employed for 19 hours or less per week, 24 months) and in-service training as required; and
 - (iii) demonstrated ability to acquire the skills necessary for advancement to the next pay point.
- (b) Where an employee is deemed not to have met the requisite competency at their existing level at the time of the appraisal, progression may be deferred for a period of three months provided that:
 - (i) the employee is notified in writing of the reasons for the deferral;
 - (ii) the employee has, in the previous 12 months, been provided with the in-service training required to attain a higher pay point; and
 - (iii) following any deferral, the employee is provided with the training necessary to advance to the next level.
- (c) Where an appraisal has been deferred for operational reasons beyond the control of either party and the appraisal subsequently deems the employee to have met the requirements of clause 59(a), any increase in wages will be back paid to the 12 (or 24) month anniversary date of the previous progression.
- (d) An employee whose progression has been refused or deferred may invoke the provisions of clause 11. If the resolution results in the advancement being granted, any increase in wages will be backdated to the relevant anniversary date.
- (e) An employee employed as a Children’s Services Employee Level 2 on completion of an accredited introductory childcare course will immediately progress by one additional level beyond that determined in accordance with clause 59(a). Any additional steps will be subject to meeting the requirements of clause 59(a).

58. Grade 1 Level 2 (Children's Services Employees (CSE) Equivalent Level 1 Children's Services Award 2010)

This is an employee who has no formal qualifications but is able to perform work within the scope of this level. The employee will work under direct supervision in a team environment and will receive guidance and direction at all times. The employee will receive structured and regular on-the-job training to perform the duties expected at this level. Normally an employee at this level will not be left alone with a group of children.

(a) Indicative duties

- (i) Learning and implementing the policies, procedures and routines of the service.
- (ii) Learning how to establish relationships and interact with children.
- (iii) Learning the basic skills required to work in this environment with children.
- (iv) Giving each child individual attention and comfort as required.
- (v) Basic duties including food preparation, cleaning and gardening.

(b) Progression

A Level 1 employee will progress to the next level after a period of one year or earlier if the employer considers the employee capable of performing the work at the next level or if the employee actually performs work at the next level.

61. Grade 2 Level 1 (Children's Services Employees (CSE) Equivalent Level 2 Children's Services Award 2010)

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

(a) Indicative duties

- (i) Assist in the implementation of the children's program under supervision.
- (ii) Assist in the implementation of daily care routines.
- (iii) Develop awareness of and assist in maintenance of the health and safety of the children in care.
- (iv) Give each child individual attention and comfort as required.
- (v) Understand and work according to the centre or service's policies and procedures.
- (vi) Demonstrate knowledge of hygienic handling of food and equipment.

62. Grade 2 Level 2 (Children's Services Employees (CSE) Equivalent Level 3 Children's Services Award 2010)

This is an employee who has completed AQF Certificate III in Children's Services or an equivalent qualification or, alternatively, this employee will possess, in the opinion of the employer, sufficient knowledge or experience to perform the duties at this level. An employee appointed at this level will also undertake the same duties and perform the same tasks as a Grade 1 (CSE Level 2).

(a) Indicative duties

- (i) Assist in the preparation, implementation and evaluation of developmentally appropriate programs for individual children or groups.
- (ii) Record observations of individual children or groups for program planning purposes for qualified staff.
- (iii) Under direction, work with individual children with particular needs.
- (iv) Assist in the direction of untrained staff.
- (v) Undertake and implement the requirements of quality assurance.
- (vi) Work in accordance with food safety regulations.

(b) Progression

Subject to this agreement, an employee at this level is entitled to progression to Grade 2 Level 2 Pay point 3 (CSE 3.3). An employee at this level who has completed an AQF Diploma in Children's Services or equivalent, and who demonstrates the application of skills and knowledge acquired beyond the competencies required for AQF Certificate III in the ongoing performance of their work, must be paid no less than the rate prescribed for Grade 2 Level 2 Pay point 4 (CSE 3.4).

Any dispute concerning an employee's entitlement to be paid at Grade 2 Level 2 Pay point 4 (CSE 3.4) may be dealt with in accordance with clause 11 which may require the employee to demonstrate that they utilise skills and knowledge above those prescribed for Grade 2 (CSE Level 3) but below those prescribed for Grade 3 (CSE Level 4).

63. Grade 3 Level 1 Pay Point 1(Children's Services Employees (CSE) Equivalent Level 4A Children's Services Award 2010)

This is an employee who has not obtained the qualifications required for a Grade 3 Level 1 (CSE Level 4) employee who performs the same duties as a Grade 3 Level 1 (CSE Level 4) employee.

64. Grade 3 Level 1 Pay Point 2 (Children's Services Employees (CSE) Equivalent Level 4 Children's Services Award 2010)

This is an employee who has completed a Diploma in Children's Services or equivalent (e.g. Certificate IV in Out of School Hours Care) as recognised by licensing authorities and is appointed as the person in charge of a group of children in the age range from birth to 12 years or an employee who is appointed as an Authorised Supervisor (as defined in the *Children and Young Persons (Care and Protection) Act 1998* (NSW)).

An employee at this level will also take on the same duties and perform the same tasks as a Grade 2 (CSE Level 3).

(a) Indicative duties

- (i) Responsible, in consultation with the Assistant Director/Director for the preparation, implementation and evaluation of a developmentally appropriate program for individual children or groups.
- (ii) Responsible to the Assistant Director/Director for the supervision of students on placement.
- (iii) Responsible for ensuring a safe environment is maintained for both staff and children.
- (iv) Responsible for ensuring that records are maintained accurately for each child in their care.
- (v) Develop, implement and evaluate daily care routines.
- (vi) Ensure that the centre or service's policies and procedures are adhered to.
- (vii) Liaise with families.

65. Grade 3 Level 1 Pay Point 3 (Children's Services Employees (CSE) Equivalent Level 5A Children's Services Award 2010)

This is an employee who has not obtained the qualification required for a Grade 3 Level 2 (CSE Level 5) employee who performs the same duties as a Grade 3 Level 2 (CSE) Level 5 employee.

66. Grade 3 Level 2 (Children's Services Employees (CSE) Equivalent Level 5 Children's Services Award 2010)

This is an employee who has completed an AQF Level V Diploma in Children's Services or equivalent and is appointed as:

- (i) an Assistant Director of a service;
- (ii) a Children's Services Co-ordinator;

- (iii) a Family Day Care Co-ordinator;
- (iv) a Family Day Care Trainee Supervisor; or
- (v) a School Age Care Co-ordinator.

An **Assistant Director** will also take on the same duties and perform the same tasks as a Grade 3 Level 2 (CSE Level 4).

(a) Indicative duties

- (i) Co-ordinate and direct the activities of employees engaged in the implementation and evaluation of developmentally appropriate programs.
- (ii) Contribute, through the Director, to the development of the centre or service's policies.
- (iii) Co-ordinate centre or service operations including Occupational Health and Safety, program planning, staff training.
- (iv) Responsible for the day-to-day management of the centre or service in the temporary absence of the Director and for management and compliance with licensing and all statutory and quality assurance issues.
- (v) Generally supervise all employees within the service.

(b) A Children's Service Co-ordinator undertakes additional responsibilities including:

- (i) co-ordinating the activities of more than one group;
- (ii) supervising staff, trainees and students on placement; and
- (iii) assisting in administrative functions.

(c) A Family Day Care Co-ordinator undertakes the following indicative duties:

- (i) arranges, administers and monitors several Family Day Care placements;
- (ii) responsible for the direction, supervision and training of several family based childcare workers;
- (iii) implements licensing regulations and accreditation requirements for family day care;
- (iv) assists in recruiting and approving the registration of family based childcare workers in accordance with the scheme's policies and licensing regulations;
- (v) documents, interprets and uses information about children;

- (vi) assists family based childcare workers to develop care routines for children;
- (vii) communicates effectively with family based childcare workers, children, parents and families;
- (viii) applies well-developed theoretical knowledge to the care situations with respect to cultural diversity, gender issues and scheme philosophy;
- (ix) responsible for the quality of their own work and the work of others; and
- (x) ensures that records are maintained and up to date.

(d) A Family Day Care Trainee Supervisor undertakes the following indicative duties:

- (i) provides support and guidance to family based childcare workers undertaking the AQF Certificate III Traineeship;
- (ii) undertakes supervision visits for the purpose of on-the-job workplace assessment;
- (iii) organises training assistance such as additional resources, in-service sessions and study groups as required; and
- (iv) contributes to the development of the scheme's policies.

(e) An unqualified Co-ordinator who co-ordinates and manages a stand alone out-of-school hours care and/or vacation care centre may undertake the following:

- (i) develop and/or oversee programs and ensure they offer a balance of flexibility, variety, safety and fun;
- (ii) supervise the programs/activities and ensure each staff member is fulfilling their relevant duties and responsibilities;
- (iii) carry out administrative tasks including fee collection and receipting, banking, staff pay, etc;
- (iv) administer first aid when appropriate and ensure that injured children receive appropriate medical attention;
- (v) work positively with parents and/or committees; and
- (vi) understand and work in accordance with the centre or service's policies.

(f) Qualified Co-ordinator

This is also the level for a qualified Co-ordinator who co-ordinates and manages a stand alone out-of-school hours care and/or vacation care centre and has successfully completed a post-secondary course of at least two years in Early Childhood Studies or an equivalent qualification.

A Co-ordinator appointed to co-ordinate the activities of a service licensed to accommodate up to 59 children will be paid at the salary range Grade 4 Level 1 (CSE DIR Level 6.1 to 6.3).

A Co-ordinator appointed to co-ordinate the activities of a service licensed to accommodate 60 or more children will be paid at the salary range Grade 4 Level 2 (CSE DIR Level 6.4 to 6.6).

67. Grade 3 Level 3 (Children's Services Employees (CSE) Equivalent Level 5 Children's Services Award 2010)

This is an employee who has not obtained the qualification required for a Grade 4 Level 2 (CSE Level 6) employee who performs the same duties as a Grade 4 Level 2 (CSE Level 6) employee.

68. Grade 4 (Children's Services Employees (CSE) Equivalent Level 6 - Director Children's Services Award 2010)

A Director is an employee who holds a relevant Degree or a 3 or 4 year Early Childhood Education qualification, or an AQF Advanced Diploma, or a Diploma in Children's Services, or a Diploma in Out-of-Hours Care; or is otherwise a person possessing such experience, or holding such qualifications deemed by the employer or the relevant legislation to be appropriate or required for the position, and who is appointed as the director of a service.

(a) Indicative duties

- (i) Responsible for the overall management and administration of the service.
- (ii) Supervise the implementation of developmentally appropriate programs for children.
- (iii) Recruit staff in accordance with relevant regulations.
- (iv) Maintain day-to-day accounts and handle all administrative matters.
- (v) Ensure that the centre or service adheres to all relevant regulations and statutory requirements.
- (vi) Ensure that the centre or service meets or exceeds quality assurance requirements.
- (vii) Liaise with families and outside agencies.
- (viii) Formulate and evaluate annual budgets.
- (ix) Liaise with management committees as appropriate.
- (x) Provide professional leadership and development to staff.
- (xi) Develop and maintain policies and procedures for the centre or service.

69. Grade 4 Level 1 (Children's Services Employees (CSE) Equivalent Level 6 - Director Children's Services Award 2010)

A Grade 4 Level 1 (CSE Director Level 1) is an employee appointed as the Director of a service licensed for up to 39 children or a Family Day Care service of no more than 30 family based childcare workers and is paid at the Grade 4 Level 1 (CSE DIR Level 6.1 to 6.3) salary range.

70. Grade 4 Level 2 (Children's Services Employees (CSE) Equivalent Level 6 - Director Children's Services Award 2010)

A Grade 4 Level 2 (CSE Director Level 2) is an employee appointed as the Director of a service licensed for between 40 and 59 children or a Family Day Care service with between 31 and 60 family based childcare workers and is paid at the Grade 4 Level 2 (CSE DIR Level 6.4 to 6.6) salary range.

71. Grade 4 Level 3 (Children's Services Employees (CSE) Equivalent Level 6 - Director Children's Services Award 2010)

A Grade 4 Level 3 (CSE Director Level 3) is an employee appointed as the Director of a service licensed for 60 or more children or a Family Day Care service with more 60 family based childcare workers and is paid at the Grade 4 Level 3 (CSE DIR Level 6.7 to 6.9) salary range.

SCHEDULE 3B: YWCA Canberra Classification Structure – For Part 2 Employees (other than Children’s Services Employee’s)

72. Grade 2, Level 1 (Equivalent - Social and community services employee (SCHADS) level 1)

72.1 Characteristics of the level

- (a) A person employed as a Grade 2 Level 1 (SCHADS Level 1) works under close direction and undertakes routine activities which require the practical application of basic skills and techniques. They may include the initial recruit who may have limited relevant experience.
- (b) General features of work in this level consist of performing clearly defined activities with outcomes being readily attainable. Employees’ duties at this level will be closely monitored with instruction and assistance being readily available.
- (c) Freedom to act is limited by standards and procedures. However, with experience, employees at this level may have sufficient freedom to exercise judgment in the planning of their own work within those confines.
- (d) Positions at this level will involve employees in extensive on-the-job training including familiarisation with the goals and objectives of the workplace.
- (e) Employees will be responsible for the time management of their work and required to use basic numeracy, written and verbal communication skills, and where relevant, skills required to assist with personal care and lifestyle support.
- (f) Supervision of other staff or volunteers is not a feature at this level. However, an experienced employee may have technical oversight of a minor work activity.
- (g) At this level, employers are expected to offer substantial internal and/or external training.

72.2 Responsibilities

A position at this level may include some of the following inputs or those of a similar value:

- (a) undertake routine activities of a clerical and/or support nature;
- (b) undertake straightforward operation of keyboard equipment including data input and word processing at a basic level;
- (c) provide routine information including general reception and telephonist duties;
- (d) provide general stenographic duties;
- (e) apply established practices and procedures;

- (f) undertake routine office duties involving filing, recording, checking and batching of accounts, invoices, orders, stores requisitions and maintenance of an existing records system;
- (g) resident contact and interaction including attending to their personal care or undertaking generic domestic duties under direct or routine supervision and either individually or as part of a team as part of the delivery of disability services;
- (h) preparation of the full range of domestic duties including cleaning and food service, assistance to residents in carrying out personal care tasks under general supervision either individually or as part of a team as part of the delivery of disability services.

The minimum rate of pay for employees engaged in responsibilities which are prescribed by 72.2(h) is pay point 2.

72.3 Requirements of the position

Some or all of the following are needed to perform work at this level:

(a) Skills, knowledge, experience, qualifications and/or training

- (i) developing knowledge of the workplace function and operation;
- (ii) basic knowledge of administrative practices and procedures relevant to the workplace;
- (iii) a developing knowledge of work practices and policies of the relevant work area;
- (iv) basic numeracy, written and verbal communication skills relevant to the work area;
- (v) at this level employers are required to offer substantial on-the-job training.

(b) Organisational relationships

Work under direct supervision.

(c) Extent of authority

- (i) Work outcomes are clearly monitored.
- (ii) Freedom to act is limited by standards and procedures.
- (iii) Solutions to problems are found in established procedures and instructions with assistance readily available.
- (iv) Project completion according to instructions and established procedures.
- (v) No scope for interpretation.

(d) Progression

An employee primarily engaged in responsibilities which are prescribed by 72.2(g) will, if full-time, progress to pay point 2 on completion of 12 months' industry experience, or if part-time, on completion of 1976 hours of industry experience. **Industry experience** means 12 months of relevant experience gained over the previous 3 years.

73. Grade 2, Level 2 (Equivalent - Social and community services employee (SCHADS) level 2)

73.1 Characteristics of the level

- (a) A person employed as a Grade 2 Level 2 (SCHADS Level 2) will work under general guidance within clearly defined guidelines and undertake a range of activities requiring the application of acquired skills and knowledge.
- (b) General features at this level consist of performing functions which are defined by established routines, methods, standards and procedures with limited scope to exercise initiative in applying work practices and procedures. Assistance will be readily available. Employees may be responsible for a minor function and/or may contribute specific knowledge and/or specific skills to the work of the organisation. In addition, employees may be required to assist senior workers with specific projects.
- (c) Employees will be expected to have an understanding of work procedures relevant to their work area and may provide assistance to lower classified employees or volunteers concerning established procedures to meet the objectives of a minor function.
- (d) Employees will be responsible for managing time, planning and organising their own work and may be required to oversee and/or guide the work of a limited number of lower classified employees or volunteers. Employees at this level could be required to resolve minor work procedural issues in the relevant work area within established constraints.
- (e) Employees who have completed an appropriate certificate and are required to undertake work related to that certificate will be appointed to this level. Where the appropriate certificate is a level 4 certificate the minimum rate of pay will be pay point 2.
- (f) Employees who have completed an appropriate diploma and are required to undertake work related to the diploma will commence at the second pay point of this level and will advance after 12 full-time equivalent months' satisfactory service.

73.2 Responsibilities

A position at this level may include some of the following:

- (a) undertake a range of activities requiring the application of established work procedures and may exercise limited initiative and/or judgment within clearly established procedures and/or guidelines;
- (b) achieve outcomes which are clearly defined;

- (c) respond to enquiries;
- (d) assist senior employees with special projects;
- (e) prepare cash payment summaries, banking reports and bank statements, post journals to ledger etc. and apply purchasing and inventory control requirements;
- (f) perform elementary tasks within a community service program requiring knowledge of established work practices and procedures relevant to the work area;
- (g) provide secretarial support requiring the exercise of sound judgment, initiative, confidentiality and sensitivity in the performance of work;
- (h) perform tasks of a sensitive nature including the provision of more than routine information, the receiving and accounting for moneys and assistance to clients;
- (i) assist in calculating and maintaining wage and salary records;
- (j) assist with administrative functions;
- (k) implementing client skills and activities programmes under limited supervision either individually or as part of a team as part of the delivery of disability services;
- (l) supervising or providing a wide range of personal care services to residents under limited supervision either individually or as part of a team as part of the delivery of disability services;
- (m) assisting in the development or implementation of resident care plans or the planning, cooking or preparation of the full range of meals under limited supervision either individually or as part of a team as part of the delivery of disability services;
- (n) possessing an appropriate qualification (as identified by the employer) at the level of certificate 4 or above and supervising the work of others (including work allocation, rostering and providing guidance) as part of the delivery of disability services as described above or in subclause 72.2.

73.3 Requirements of the position

Some or all of the following are needed to perform work at this level:

- (a) **Skills, knowledge, experience, qualification and/or training**
 - (i) basic skills in oral and written communication with clients and other members of the public;
 - (ii) knowledge of established work practices and procedures relevant to the workplace;
 - (iii) knowledge of policies relating to the workplace;

- (iv) application of techniques relevant to the workplace;
- (v) developing knowledge of statutory requirements relevant to the workplace;
- (vi) understanding of basic computing concepts.

(b) Prerequisites

- (i) an appropriate certificate relevant to the work required to be performed;
- (ii) will have attained previous experience in a relevant industry, service or an equivalent level of expertise and experience to undertake the range of activities required;
- (iii) appropriate on-the-job training and relevant experience; or
- (iv) entry point for a diploma without experience.

(c) Organisational relationships

- (i) work under regular supervision except where this level of supervision is not required by the nature of responsibilities under 73.2 being undertaken;
- (ii) provide limited guidance to a limited number of lower classified employees.

(d) Extent of authority

- (i) work outcomes are monitored;
- (ii) have freedom to act within established guidelines;
- (iii) solutions to problems may require the exercise of limited judgment, with guidance to be found in procedures, precedents and guidelines. Assistance will be available when problems occur.

74. Grade 3, Level 1 (Equivalent - Social and community services employee (SCHADS) level 3)

74.1 Characteristics of this level

- (a) A person employed as a Grade 3 Level 1 (SCHADS level 3) will work under general direction in the application of procedures, methods and guidelines which are well established.
- (b) General features of this level involve solving problems of limited difficulty using knowledge, judgment and work organisational skills acquired through qualifications and/or previous work experience. Assistance is available from senior employees. Employees may receive instruction on the broader aspects of the work. In addition, employees may provide assistance to lower classified employees.

- (c) Positions at this level allow employees the scope for exercising initiative in the application of established work procedures and may require the employee to establish goals/objectives and outcomes for their own particular work program or project.
- (d) At this level, employees may be required to supervise lower classified staff or volunteers in their day-to-day work. Employees with supervisory responsibilities may undertake some complex operational work and may undertake planning and co-ordination of activities within a clearly defined area of the organisation including managing the day-to-day operations of a group of residential facility for persons with a disability.
- (e) Employees will be responsible for managing and planning their own work and that of subordinate staff or volunteers and may be required to deal with formal disciplinary issues within the work area.
- (f) Those with supervisory responsibilities should have a basic knowledge of the principles of human resource management and be able to assist subordinate staff or volunteers with on-the-job training. They may be required to supervise more than one component of the work program of the organisation.
- (g) Graduates with a three year degree that undertake work related to the responsibilities under this level will commence at no lower than pay point 2 (SCHADS 3.3). Graduates with a four year degree that undertake work related to the responsibilities under this level will commence at no lower than pay point 3 (SCHADS 3.4).

74.2 Responsibilities

To contribute to the operational objectives of the work area, a position at this level may include some of the following:

- (a) undertake responsibility for various activities in a specialised area;
- (b) exercise responsibility for a function within the organisation;
- (c) allow the scope for exercising initiative in the application of established work procedures;
- (d) assist in a range of functions and/or contribute to interpretation of matters for which there are no clearly established practices and procedures although such activity would not be the sole responsibility of such an employee within the workplace;
- (e) provide secretarial and/or administrative support requiring a high degree of judgment, initiative, confidentiality and sensitivity in the performance of work;
- (f) assist with or provide a range of records management services, however the responsibility for the records management service would not rest with the employee;
- (g) proficient in the operation of the computer to enable modification and/or correction of computer software systems or packages and/or identification problems. This level could include systems administrators in small to medium sized organisations whose responsibility includes the security/integrity of the system;

- (h) apply computing programming knowledge and skills in systems development, maintenance and implementation under direction of a senior employee;
- (i) supervise a limited number of lower classified employees or volunteers;
- (j) allow the scope for exercising initiative in the application of established work procedures;
- (k) deliver single stream training programs;
- (l) co-ordinate elementary service programs;
- (m) provide assistance to senior employees;
- (n) where prime responsibility lies in a specialised field, employees at this level would undertake at least some of the following:
 - (i) undertake some minor phase of a broad or more complex assignment;
 - (ii) perform duties of a specialised nature;
 - (iii) provide a range of information services;
 - (iv) plan and co-ordinate elementary community-based projects or programs;
 - (v) perform moderately complex functions including social planning, demographic analysis, survey design and analysis.
- (o) in the delivery of disability services as described in subclauses 72.2 or 73.2, taking overall responsibility for the personal care of residents; training, co-ordinating and supervising other employees and scheduling work programmes; and assisting in liaison and co-ordination with other services and programmes.

74.3 Requirements of the job

Some or all of the following are needed to perform work at this level:

- (a) **Skills, knowledge, experience, qualifications and/or training**
 - (i) thorough knowledge of work activities performed within the workplace;
 - (ii) sound knowledge of procedural/operational methods of the workplace;
 - (iii) may utilise limited professional or specialised knowledge;
 - (iv) working knowledge of statutory requirements relevant to the workplace;
 - (v) ability to apply computing concepts.

(b) Prerequisites

- (i) entry level for graduates with a relevant three year degree that undertake work related to the responsibilities under this level—pay point 2 (SCHADS 3.3);
- (ii) entry level for graduates with a relevant four year degree that undertake work related to the responsibilities under this level—pay point 3 (SCHADS 3.4);
- (iii) associate diploma with relevant experience; or
- (iv) relevant certificate with relevant experience, or experience attained through previous appointments, services and/or study of an equivalent level of expertise and/or experience to undertake the range of activities required.

(c) Organisational relationships

- (i) graduates work under direct supervision;
- (ii) works under general supervision except where this level of supervision is not required by the nature of the responsibilities under 74.2 being undertaken;
- (iii) operate as member of a team;
- (iv) supervision of other employees.

(d) Extent of authority

- (i) graduates receive instructions on the broader aspects of the work;
- (ii) freedom to act within defined established practices;
- (iii) problems can usually be solved by reference to procedures, documented methods and instructions. Assistance is available when problems occur.

75. Grade 3, Level 3 (Equivalent - Social and community services employee (SCHADS) level 4)

75.1 Characteristics of this level

- (a) A person employed as a Grade 3 Level 4 (SCHADS Level 4) will work under general direction in functions that require the application of skills and knowledge appropriate to the work. Generally guidelines and work procedures are established.
- (b) General features at this level require the application of knowledge and skills which are gained through qualifications and/or previous experience in a discipline. Employees will be expected to contribute knowledge in establishing procedures in the appropriate work-related field. In addition, employees at this level may be required to supervise various functions within a work area or activities of a complex nature.

- (c) Positions may involve a range of work functions which could contain a substantial component of supervision. Employees may also be required to provide specialist expertise or advice in their relevant discipline.
- (d) Work at this level requires a sound knowledge of program, activity, operational policy or service aspects of the work performed with a function or a number of work areas.
- (e) Employees require skills in managing time, setting priorities, planning and organising their own work and that of lower classified staff and/or volunteers where supervision is a component of the position, to achieve specific objectives.
- (f) Employees will be expected to set outcomes and further develop work methods where general work procedures are not defined.

75.2 Responsibilities

To contribute to the operational objectives of the workplace, a position at this level may include some of the following:

- (a) undertake activities which may require the employee to exercise judgment and/or contribute critical knowledge and skills where procedures are not clearly defined;
- (b) perform duties of a specialised nature requiring the development of expertise over time or previous knowledge;
- (c) identification of specific or desired performance outcomes;
- (d) contribute to interpretation and administration of areas of work for which there are no clearly established procedures;
- (e) expected to set outcomes and further develop work methods where general work procedures are not defined and could exercise judgment and contribute critical knowledge and skills where procedures are not clearly defined;
- (f) although still under general direction, there is greater scope to contribute to the development of work methods and the setting of outcomes. However, these must be within the clear objectives of the organisation and within budgetary constraints;
- (g) provide administrative support of a complex nature to senior employees;
- (h) exercise responsibility for various functions within a work area;
- (i) provide assistance on grant applications including basic research or collection of data;
- (j) undertake a wide range of activities associated with program activity or service delivery;
- (k) develop, control and administer a records management service for the receipt, custody, control, preservation and retrieval of records and related material;

- (l) undertake computer operations requiring technical expertise and experience and may exercise initiative and judgment in the application of established procedures and practices;
- (m) apply computer programming knowledge and skills in systems development, maintenance and implementation;
- (n) provide a reference and research information service and technical service including the facility to understand and develop technologically based systems;
- (o) where the prime responsibility lies in a specialised field, employees at this level would undertake at least some of the following:
 - (i) liaise with other professionals at a technical/professional level;
 - (ii) discuss techniques, procedures and/or results with clients on straight forward matters;
 - (iii) lead a team within a specialised project;
 - (iv) provide a reference, research and/or technical information service;
 - (v) carry out a variety of activities in the organisation requiring initiative and judgment in the selection and application of established principles, techniques and methods;
 - (vi) perform a range of planning functions which may require exercising knowledge of statutory and legal requirements;
 - (vii) assist senior employees with the planning and co-ordination of a community program of a complex nature.

75.3 Requirements of the position

Some or all of the following are needed to perform work at this level:

- (a) **Skills, knowledge, experience, qualifications and/or training**
 - (i) knowledge of statutory requirements relevant to work;
 - (ii) knowledge of organisational programs ,policies and activities;
 - (iii) sound discipline knowledge gained through experience, training or education;
 - (iv) knowledge of the role of the organisation and its structure and service;
 - (v) specialists require an understanding of the underlying principles in the discipline.

(b) Prerequisites

- (i) relevant four year degree with one years relevant experience;
 - (ii) three year degree with two years of relevant experience;
 - (iii) associate diploma with relevant experience;
 - (iv) lesser formal qualifications with substantial years of relevant experience; or
 - (v) attained through previous appointments, service and/or study, an equivalent level of expertise and experience to undertake a range of activities,
- (c) Employees undertaking specialised services will be promoted to this level once they have had the appropriate experience and undertake work related to the responsibilities under this level.
- (d) Employees working as sole employees will commence at this level.
- (e) Organisational relationships**
- (i) works under general direction;
 - (ii) supervises other staff and/or volunteers or works in a specialised field.
- (f) Extent of authority**
- (i) required to set outcomes within defined constraints;
 - (ii) provides specialist technical advice;
 - (iii) freedom to act governed by clear objectives and/or budget constraints which may involve the contribution of knowledge in establishing procedures within the clear objectives and/or budget constraints where there are no defined established practices;
 - (iv) solutions to problems generally found in precedents, guidelines or instructions;
 - (v) assistance usually available.

76. Grade 3, Level 4 (Equivalent - Social and community services employee (SCHADS) level 5)

76.1 Characteristics of the level

- (a) A person employed as a Grade 3 Level 4 (SCHADS Level 5) will work under general direction from senior employees. Employees undertake a range of functions requiring the application of a high level of knowledge and skills to achieve results in line with the organisation's goals.

- (b) Employees adhere to established work practices. However, they may be required to exercise initiative and judgment where practices and direction are not clearly defined.
- (c) General features at this level indicate involvement in establishing organisation programs and procedures. Positions will include a range of work functions and may involve supervision. Work may span more than one discipline. In addition, employees at this level may be required to assist in the preparation of, or prepare the organisation's budget. Employees at this level will be required to provide expert advice to employees classified at a lower level and volunteers.
- (d) Positions at this level demand the application of knowledge which is gained through qualifications and/or previous experience. In addition, employees will be required to set priorities and monitor work flows in their area of responsibility which may include establishing work programs in small organisations.
- (e) Employees are required to set priorities, plan and organise their own work and that of lower classified staff and/or volunteers and establish the most appropriate operational methods for the organisation. In addition, interpersonal skills are required to gain the co-operation of clients and staff.
- (f) Employees responsible for projects and/or functions will be required to establish outcomes to achieve organisation goals. Specialists may be required to provide multi-disciplinary advice.

76.2 Responsibilities

To contribute to the operational objectives of the work area, a position at this level may include some of the following:

- (a) responsibility for a range of functions within the organisation requiring a high level of knowledge and skills;
- (b) undertake responsibility for a moderately complex project, including planning, co-ordination, implementation and administration;
- (c) undertake a minor phase of a broader or more complex professional assignment;
- (d) assist with the preparation of or prepare organisation or program budgets in liaison with management;
- (e) set priorities and monitor work flow in the areas of responsibility;
- (f) provide expert advice to employees classified at lower levels and/or volunteers;
- (g) exercise judgment and initiative where procedures are not clearly defined;
- (h) understanding of all areas of computer operation to enable the provision of advice and assistance when non-standard procedures/processes are required;

- (i) monitor and interpret legislation, regulations and other agreements relating to occupational health and safety, workers compensation and rehabilitation;
- (j) undertake analysis/design for the development and maintenance of projects and/or undertake programming in specialist areas. May exercise responsibility for a specialised area of computing operation
- (k) undertake publicity assignments within the framework of the organisation's publicity and promotions program. Such assignments would be of limited scope and complexity but would involve the co-ordination of facets of the total program including media liaison, design and layout of publications/displays and editing;
- (l) operate as a specialist employee in the relevant discipline where decisions made and taken rest with the employee with no reference to a senior employee;
- (m) undertake duties that require knowledge of procedures, guidelines and/or statutory requirements relevant to the organisation;
- (n) plan, co-ordinate, implement and administer the activities and policies including preparation of budget;
- (o) develop, plan and supervise the implementation of educational and/or developmental programs for clients;
- (p) plan, co-ordinate and administer the operation of a multi-functional service including financial management and reporting;
- (q) where the prime responsibility lies in professional services, employees at this level would undertake at least some of the following:
 - (i) under general direction undertake a variety of tasks of a specialised and/or detailed nature;
 - (ii) exercise professional judgment within prescribed areas;
 - (iii) carry out planning, studies or research for particular projects including aspects of design, formulation of policy, implementation of procedures and presentation;
 - (iv) provide reports on progress of program activities including recommendations;
 - (v) exercise a high level of interpersonal skills in dealing with the public and other organisations;
 - (vi) plan, develop and operate a community service organisation of a moderately complex nature.

76.3 Requirements of the position

Some or all of the following are needed to perform work at this level:

(a) Skills, knowledge, experience, qualifications and/or training

- (i) knowledge of organisational programs, policies and activities;
- (ii) sound discipline knowledge gained through experience;
- (iii) knowledge of the role of the organisation, its structure and services.

(b) Prerequisites

- (i) relevant degree with relevant experience;
- (ii) associate diploma with substantial experience;
- (iii) qualifications in more than one discipline;
- (iv) less formal qualifications with specialised skills sufficient to perform at this level; or
- (v) attained through previous appointments, service and/or study an equivalent level of experience and expertise to undertake the range of activities required.

(c) Organisational relationships

- (i) work under general direction;
- (ii) supervise other employees and/or volunteers.

(d) Extent of authority

- (i) exercise a degree of autonomy;
- (ii) control projects and/or programs;
- (iii) set outcomes for lower classified staff;
- (iv) establish priorities and monitor work flow in areas of responsibility;
- (iv) solutions to problems can generally be found in documented techniques, precedents and guidelines or instructions. Assistance is available when required.

77. Grade 4, Level 1-3 (Equivalent - Social and community services employee (SCHADS) level 6)

77.1 Characteristics of the level

- (a) A person employed as a Grade 4 (SCHADS level 6) will operate under limited direction from senior employees or management and undertake a range of functions for which operational policies, practices and guidelines may need to be developed.
- (b) General features at this level allow employees the scope to influence the operational activities of the organisation and would require employees to be involved with establishing operational procedures which impact upon the organisation and/or the sections of the community served by it. Employees at this level will be expected to contribute to management of the organisation, assist or prepare budgets, establish procedures and work practices. Employees will be involved in the formation of programs and work practices and will be required to provide assistance and/or expert advice to other employees. Employees may be required to negotiate matters on behalf of the organisation.
- (c) Positions at this level will require responsibility for decision-making in the particular work area and the provision of expert advice. Employees will be required to provide consultation and assistance relevant to the workplace. Employees will be required to set outcomes for the work areas for which they are responsible so as to achieve the objectives of the organisation. They may be required to undertake the control and co-ordination of a program, project and/or significant work area. Employees require a good understanding of the long term goals of the organisation.
- (d) Employees may exercise managerial responsibility, work independently as specialists or may be a senior member of a single discipline project team or provide specialist support to a range of programs or activities. Positions at this level may be identified by: impact of activities undertaken or achievement of stated outcomes or objectives for the workplace; the level of responsibility for decision-making; the exercise of judgment; delegated authority; and the provision of expert advice.
- (e) Managing time is essential so outcomes can be achieved. A high level of interpersonal skills is required to resolve organisational issues, negotiate contracts, develop and motivate staff. Employees will be required to understand and implement effective staff management and personnel practices.

77.2 Responsibilities

To contribute to the operational objectives of the work area, a position at this level may include some of the following:

- (a) undertake significant projects and/or functions involving the use of analytical skills;
- (b) undertake managerial or specialised functions under a wide range of conditions to achieve results in line with organisation goals;

- (c) exercise managerial control, involving the planning, direction, control and evaluation of operations which include providing analysis and interpretation for either a major single or multi-specialist operation;
- (d) undertake a range of duties within the work area, including develop work practices and procedures; problem definition, planning and the exercise of judgment; provide advice on policy matters and contribute to their development;
- (e) negotiate on matters of significance within the organisation with other bodies and/or members of the public;
- (f) provide advice on matters of complexity within the work area and/or specialised area;
- (g) control and co-ordinate a work area or a larger organisation within budgetary constraints;
- (h) exercise autonomy in establishing the operation of the work area;
- (i) provide a consultancy service for a range of activities and/or to a wide range of clients;
- (j) where the prime responsibility lies in a specialised field an employee at this level would undertake at least some of the following:
 - (i) provide support to a range of activities or programs;
 - (ii) control and co-ordinate projects;
 - (iii) contribute to the development of new procedures and methodology;
 - (iv) provide expert advice and assistance relevant to the work area;
 - (v) supervise/manage the operation of a work area and monitor work outcomes;
 - (vi) supervise on occasions other specialised staff;
 - (vii) supervise/manage the operation of a discrete element which is part of a larger organisation;
 - (viii) provide consultancy services for a range of activities.

77.3 Requirements of the position

Some or all of the following are needed to perform work at this level:

- (a) **Skills, knowledge, experience, qualification and/or training**
 - (i) comprehensive knowledge of organisation policies and procedures;
 - (ii) specialist skills and/or supervision/management abilities exercised within a multi disciplinary or major single function operation;

- (iii) specialist knowledge gained through experience, training or education;
- (iv) appreciation of the long term goals of the organisation;
- (v) detailed knowledge of program activities and work practices relevant to the work area;
- (vi) knowledge of organisation structures and functions;
- (vii) comprehensive knowledge of requirements relevant to the discipline.

(b) Prerequisites

- (i) degree with substantial experience;
- (ii) post graduate qualification;
- (iii) associate diploma with substantial experience;
- (iv) attained through previous appointments, service and/or study with a combination of experience, expertise and competence sufficient to perform the duties required at this level.

(c) Organisational relationships

- (i) works under limited direction from senior employees of the Committee of Management or Board;
- (ii) supervision of staff.

(d) Extent of authority

- (i) exercise a degree of autonomy;
- (ii) may manage a work area or medium to large organisation or multi-worksite organisation;
- (iii) has significant delegated authority;
- (iv) selection of methods and techniques based on sound judgment;
- (v) manage significant projects and/or functions;
- (vi) solutions to problems can generally be found in documented techniques, precedents, or instructions. Advice available on complex or unusual matters.

78. Grade 5, Level 1 (Equivalent - Social and community services employee (SCHADS) level 7)

78.1 Characteristics of the level

- (a) A person employed as a Grade 5 Level 1 (SCHADS level 7) will operate under limited direction and exercise managerial responsibility for various functions within a section and/or organisation or operate as a specialist, a member of a specialised professional team or independently.
- (b) General features at this level require employees' involvement in establishing operational procedures which impact on activities undertaken and outcomes achieved by the organisation and/or activities undertaken by sections of the community served by the organisation.
- (c) Employees are involved in the formation/establishment of programs, the procedures and work practices within the organisation and will be required to provide assistance to other employees and/or sections.
- (d) Positions at this level will demand responsibility for decision-making and the provision of expert advice to other areas of the organisation. Employees would be expected to undertake the control and co-ordination of the organisation and major work initiatives. Employees require a good understanding of the long term goals of the organisation.
- (e) In addition, positions at this level may be identified by the level of responsibility for decision-making, the exercise of judgment and delegated authority and the provision of expert advice.
- (f) The management of staff is normally a feature at this level. Employees are required to set outcomes in relation to the organisation and may be required to negotiate matters on behalf of the organisation.

78.2 Responsibilities

To contribute to the operational objectives of the work area, a position at this level may include some of the following:

- (a) undertake managerial or specialised functions under a wide range of conditions to achieve results in line with divisional/corporate goals;
- (b) exercise managerial control, involving the planning, direction, control and evaluation of operations which include providing analysis and interpretation for either a major single discipline or multi-discipline operation;
- (c) develop work practices and procedures for various projects;
- (d) establish work area outcomes;
- (e) prepare budget submissions for senior officers and/or the organisation;

- (f) develop and implement significant operational procedures;
- (g) review operations to determine their effectiveness;
- (h) develop appropriate methodology and apply proven techniques in providing specialised services
- (i) where prime responsibility lies in a professional field an officer at this level:
 - (i) controls and co-ordinates projects/programs within an organisation in accordance with corporate goals;
 - (ii) provides a consultancy service to a wide range of clients;
 - (iii) functions may involve complex professional problem solving;
 - (iv) provides advice on policy method and contributes to its development.

78.3 Requirements of the position

Some or all of the following are needed to perform work at this level:

- (a) **Skills, knowledge, experience, qualification and/or training**
 - (i) comprehensive knowledge of policies and procedures;
 - (ii) application of a high level of discipline knowledge;
 - (iii) qualifications are generally beyond those required through tertiary education alone, typically acquired through completion of higher education qualifications to degree level and extensive relevant experience;
 - (iv) lesser formal qualifications with acquisition of considerable skills and extensive relevant experience to an equivalent standard; or
 - (v) a combination of experience, expertise and competence sufficient to perform the duties required at this level.
- (b) **Organisational relationships**
 - (i) works under limited direction;
 - (ii) normally supervises other employees and establishes and monitors work outcomes.
- (c) **Extent of authority**
 - (i) may manage section or organisation;

(ii) has significant delegated authority;

(iii) selection of methods and techniques based on sound judgment (guidance not always readily available within the organisation). Decisions and actions taken at this level may have significant effect on program/project/work areas being managed.

79. Grade 5, Level 2 (Equivalent - Social and community services employee (SCHADS) level 8)

79.1 Characteristics of this level

- (a) A person employed as a Grade 5 Level 2 (SCHADS level 8) is subject to broad direction from senior officers and will exercise managerial responsibility for the organisation's relevant activity. In addition, employees may operate as a senior specialist providing multi-functional advice to either various departments or directly to the organisation.
- (b) A person employed as a Social and community services employee level 8 will be subject to broad direction from management/the employer and will exercise managerial responsibility for an organisation. In addition, employees may operate as a senior specialist providing multi-functional advice to other professional employees, the employer, Committee or Board of Management.
- (c) General features of this level require the employee's involvement in the initiation and formulation of extensive projects or programs which impact on the organisation's goals and objectives. Employees are involved in the identification of current and future options and the development of strategies to achieve desired outcomes.
- (d) Additional features include providing financial, specialised, technical, professional and/or administrative advice on policy matters within the organisation and/or about external organisations such as government policy.
- (e) In addition, employees will be required to develop and implement techniques, work practices and procedures in all facets of the work area.
- (f) Employees at this level require a high level of proficiency in the application of theoretical approaches in the search of optimal solutions to new problems and opportunities which may be outside of the original field of specialisation.
- (g) Positions at this level will demand responsibility for decision-making within the constraints of organisational policy and require the employees to provide advice and support to all facets of the organisation. Employees will have significant impact upon policies and programs and will be required to provide initiative, and have the ability to formulate, implement, monitor and evaluate projects and programs.
- (h) Positions at this level may be identified by the significant independence of action within the constraints of organisational policy.

79.2 Responsibilities

A position at this level may include some of or similar responsibilities to:

- (a) undertake work of significant scope and complexity. A major portion of the work requires initiative;
- (b) undertake duties of innovative, novel and/or critical nature with little or no professional direction;
- (c) undertake functions across a range of administrative, specialist or operational areas which include specific programs or activities, management of services delivery and the provision of high level advice;
- (d) provide authoritative specialist advice on policy matters and contribute to the development and review of policies, both internal and external;
- (e) manage extensive programs or projects in accordance with organisational goals. This may require the development, implementation and evaluation of those goals;
- (f) administer complex policy and program matters;
- (g) may offer consultancy service;
- (h) evaluate and develop/revise methodology techniques with the organisation. The application of high level analytical skills in the attainment and satisfying of organisational objectives;
- (i) where the prime responsibility is in a specialised field, employees at this level would undertake at least some of the following:
 - (i) contribute to the development of operational policy;
 - (ii) assess and review the standards of work of other specialised personnel/external consultants;
 - (iii) initiate and formulate organisational programs;
 - (iv) implement organisational objectives within corporate goals;
 - (v) develop and recommend ongoing plans and programs.

79.3 Requirements of the position

Some or all of the following are needed to perform work at this level:

- (a) **Skills, knowledge, experience, qualification and/or training**

(i) detailed knowledge of policy, programs, guidelines, procedures and practices of the organisation and external bodies;

(ii) detailed knowledge of statutory requirements.

(b) Prerequisites

(i) qualifications are generally beyond those normally acquired through a degree course and experience in the field of specialist expertise;

(ii) substantial post graduate experience;

(iii) lesser formal qualifications and the acquisition of considerable skills and extensive and diverse experience relative to an equivalent standard; or

(iv) attained through previous appointments, service and/or study with a combination of experience, expertise and competence sufficient to perform the duties of the position.

SCHEDULE 3C – Traineeship classification – Part 2 Employees

80. YWCA Worker Grade 1 Level 1 – Applies only to Traineeship

80.1 Characteristics

Employees working at a YWCA Worker Grade 1 Level 1 position would be employees undertaking a designated trainee positions within the organisation. It is expected that staff taking on these roles will have had very limited exposure to the workplace and are building skills from a very basic level. Staff working at this level shall work under close direction and undertake routine activities which require the practical application of basic skills and techniques. The freedom to act is limited by standards and procedures.

80.2 Responsibilities

Responsibilities for employees undertaking trainee roles are in line with relevant trainee awards

80.3 Skills, knowledge, experience, qualifications and/or training

For staff undertaking a traineeship, no qualifications are required. An interest and aptitude for undertaking studies related to traineeship is required.

80.4 Organisational Relationships

For staff working within the grade, there is an expectation to work under direct supervision.

80.5 Extent of Authority

Within this classification, it would be expected that:

- (a) Work outcomes are closely monitored;
- (b) Freedom to act limited by standards and procedures; No scope for interpretation
- (c) Solutions to problems found in established procedures and instructions with assistance readily available;
- (d) Project completion according to instructions and established procedures;

IN THE FAIR WORK COMMISSION

FWC Matter No.:

Applicant:

YWCA Canberra

Section 185 – Application for approval of a single enterprise agreement

Undertaking- Section 190

I, **Frances Crimmins, Chief Executive Officer** for **YWCA Canberra** give the following undertakings with respect to the **YWCA Canberra Enterprise Agreement 2018-2023** (the **Agreement**)

I have the authority given to me by **YWCA Canberra** to provide this undertaking in relation to the application before the Fair Work Commission.

1. For the purpose of the Agreement, YWCA Canberra undertakes that:
 - (a) on termination of employment, it will pay out to an employee any outstanding amount of time off in lieu (**TOIL**) calculated at the appropriate overtime rates applying to the employee at the time of termination;
 - (b) notwithstanding clause 37.1 of the Agreement, employees will be required to give notice of termination in accordance with the NES or the modern award which covers them, whichever provides for the lowest period of notice; and
 - (c) the Retention Bonus Scheme will be grandfathered and as such the following will continue to apply for all employees engaged (or re-engaged) up to the date of the approval of this document known as YWCA Canberra Enterprise Agreement 2018-2023:
 - i. In recognition for service given to the YWCA Canberra, all permanent and ongoing employees that have been employed for the following continuous years of service will be offered options of additional leave days each year or a cash benefit (taxable) for years of service as per this table:

Years of Service	Additional Leave Days (each year)	Cash Benefit \$ (taxable)
After 1 year	0	0
At 2 years' anniversary	1	135
At 3 years' anniversary	2	260
At 4 years' anniversary	2	260
At 5 years' anniversary	3	385
At 6 years' anniversary	3	385
At 7 years' anniversary	3	385
At 8 years' anniversary	4	510
At 9 years' anniversary	4	510
At 10 years' anniversary	5	635

Each additional years' anniversary thereafter	5	635
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- ii. Where an employee chooses the additional paid leave option, leave shall be taken in accordance with the usual annual leave provisions under this Agreement and relevant organizational policies. Additional paid leave days cannot be accrued and must be taken within 12 months of the entitlement being created (anniversary year).
- iii. The additional paid leave available under the Retention Bonus Scheme does not attract annual leave loading.
- iv. For the purposes of the Retention Bonus Scheme one day is equal to 7.6 hours and the provision specified above is for full time employees (38 hours per week) and pro-rata provision (as a percentage of full time hours) will apply for employees whose employment is less than full time. To calculate the percentage the annual divisor of 1976 hours per annum is used for a full-time employee and is pro-rated for part-timers based on their contracted hours.
- v. Any unused paid leave under this clause will be forfeited upon resignation.

CS Award and SCHADS Award Employees

For the purpose of the Agreement, in relation to employees covered by the Children's Services Award 2010 (**CS Award**) or the Social, Community, Home Care and Disability Services Industry Award 2010 (**SCHADS Award**) (together the **Applicable Award**), and subject to any individual flexibility arrangements between an employee and YWCA Canberra, YWCA Canberra makes the undertakings set out below:

2. YWCA Canberra undertakes that ordinary hours will be worked in periods not exceeding eight hours, in unbroken periods save for meal breaks, and where broken shifts are worked, the spread of hours will be no more than 12 hours.
3. Notwithstanding clause 39.7, where an Applicable Award provides for broken shift conditions for an employee, YWCA Canberra undertakes to provide the employee the broken shift conditions in accordance with the Applicable Award.
4. Notwithstanding clause 47.3 of the Agreement, in relation to TOIL YWCA Canberra undertakes:
 - (a) to obtain the prior mutual agreement of an employee to take TOIL instead of payment for overtime, regardless of whether a TOIL system currently operates in a workplace or not; and
 - (b) not to exert undue influence or undue pressure on an employee to make, or not make, an agreement to take TOIL instead of payment for overtime.
5. In relation to casual employees:
 - (a) where an Applicable Award provides for a casual loading, YWCA Canberra undertakes to pay the employee the casual loading in accordance with the Applicable Award;
 - (b) where an Applicable Award provides for a right for a casual employee to convert to a full-time or part-time employee, YWCA undertakes to comply with the provisions of the Applicable Award; and
 - (c) YWCA undertakes to calculate the applicable overtime as though the casual employee was a part-time employee for the purposes of clause 47.5.
6. Notwithstanding clause 39.4 of the Agreement, where an Applicable Award provides for a higher duties allowance, YWCA Canberra undertakes to pay the employees the higher wage rate in accordance with the Applicable Award.
7. Notwithstanding clause 47.7 of the Agreement, where an Applicable Award provides for a meal allowance or meal break (or overtime conditions in lieu of such a meal break) for an employee

on terms more beneficial than provided for in the Agreement, YWCA Canberra undertakes to provide the employee meal allowances and breaks in accordance with the Applicable Award.

8. Where an Applicable Award provides for rest periods:

- (a) between rostered work; or
- (b) during and after overtime,

YWCA undertake to provide such rest periods (or the overtime conditions in lieu of such a rest periods) in accordance with the Applicable Award.

9. Where Applicable Award provides for the following allowances:

- (a) excess fares allowance; and
- (b) heat allowance,

YWCA Canberra undertakes to pay the employees such allowances in accordance with the Applicable Award.

10. Notwithstanding clauses 7 and 47.3 of the Agreement, where an Applicable Award provides for shift rates and overtime rates for an employee relating to work outside the span of ordinary hours as specified in clause 44.2 of the Agreement, YWCA Canberra undertakes provide the rates and conditions to the employee in accordance with the Applicable Award.

11. YWCA Canberra undertakes for the lifetime of the Agreement not to require any employee covered by an Applicable Award to wear a uniform or specified articles of clothing.

12. In the event that special clothing or safety equipment is required for work by any employee covered by an Applicable Award, YWCA Canberra undertakes to provide all such special clothing or safety equipment at no cost to the employee.

CS Award

For the purpose of the Agreement, in relation to employees covered by the CS Award, and subject to any individual flexibility arrangements between an employee and YWCA Canberra, YWCA Canberra makes the undertakings set out below:

- 13. Notwithstanding clauses 7, 40.5(c), 47.3 and 47.5(b) of the Agreement, in relation to a part-time employee, YWCA Canberra undertakes to pay overtime in accordance with the CS Award, at the rates prescribed in clause 47.5 of the Agreement.
- 14. Notwithstanding clause 40.7(b)(ii) of the Agreement, where the CS Award provides for a minimum period of engagement (including on a public holiday), YWCA Canberra undertakes to pay the employee the minimum period of engagement in accordance with the CS Award.
- 15. YWCA Canberra undertakes to always exercise its discretion under clauses 48.2 and 48.3 of the Agreement and grant two hours non-contact time to an employee pursuant to clause 48.1 of the Agreement.

SCHADS Award

For the purpose of the Agreement, in relation to employees covered by the SCHADS Award, and subject to any individual flexibility arrangements between an employee and YWCA Canberra, YWCA Canberra makes the undertakings set out below:

- 17. YWCA undertakes that the terms and conditions of any salary packaging arrangements when agreed to in accordance with clause 29 of the Agreement will not, when viewed objectively, be less favourable than the entitlements otherwise available under the Agreement.

18. Notwithstanding clause 49 of the Agreement, YWCA Canberra undertakes to provide at least two weeks' prior notification to permanent and fixed-term employees (and where possible casual employees) of the hours of commencement and cessation of work.
19. Notwithstanding clauses 43.2(b) and 72.3(d) of the Agreement, YWCA Canberra undertakes that at the end of each 12 months' continuous employment all employees will be eligible for to progress in accordance with those clauses. .
20. YWCA Canberra undertakes for the lifetime of the Agreement not to:
 - a. employ, nor provide any services which require the engagement of, employees in the home care sector (home care employees), as the term is defined in the SCHADS Award;
 - b. require any employee to undertake disability services work; or
 - c. require any employee to undertake a sleepover as that term is defined in clause 25.7(a) of the SCHADS Award.
21. YWCA Canberra undertakes that where an employee is required to install and/or maintain a telephone for the purpose of being on call, it will provide the telephone at no cost to the employee.
22. Notwithstanding clauses 7 and 47.3 of the Agreement, YWCA Canberra undertakes to pay full-time employees covered by the SCHADS Award the overtime rates provided in clause 47.4 for all work done in addition to their rostered ordinary hours on any day.
23. YWCA Canberra undertakes that clause 16.5 of the Agreement will not apply to employees covered by the SCHADS Award.

*first full pay period following date

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



Signature



Date

IN THE FAIR WORK COMMISSION

FWC Matter No.: AG2021/4866

Applicant: YWCA Canberra

Section 185 – Application for approval of a single enterprise agreement

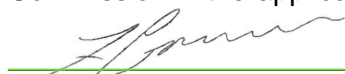
Undertaking- Section 190

I, Frances Crimmins, Chief Executive Officer for YWCA Canberra, give the following undertaking with respect to the YWCA Canberra Enterprise Agreement 2018-2023 ("the Agreement"):

1. That notwithstanding clause 81 in Schedule 4A of the Agreement, YWCA Canberra undertakes to pay Children's Services employees classified as Grade 1, Level 1, Year 1 and Grade 1, Level 1, Year 2 in accordance with the National Training Wage set out in Schedule E of the *Miscellaneous Award 2020*.
2. That notwithstanding clause 84 in Schedule 4A, YWCA Canberra undertakes to pay eligible employees covered by the *Social, Community, Home Care and Disability Services Industry Award 2010 (SCHADS Award)*:
 - a. not less than the amount provided under clause 20.4 of the SCHADS Award including as amended from time to time, in relation to the First Aid Allowance provided by clause 39.3(b) of the Agreement; and
 - b. not less than \$0.80 per kilometre in relation to the Motor Vehicle Allowance provided by clause 39.2 of the Agreement.
3. That YWCA Canberra undertakes for the lifetime of the Agreement not to require any employee covered by the SCHADS Award to be on call, or otherwise undertakes, to pay such eligible employee, in relation to clause 39.5 of the Agreement:
 - a. not less than \$20.12 for a 24 hour period Monday to Friday; or
 - b. not less than \$39.84 for a 24 hour period other than Monday to Friday or during a public holiday (in accordance with clause 17.2 of the Agreement).
4. That YWCA Canberra undertakes to pay eligible employees, covered by the SCHADS Award, superannuation contributions for a period of absence due to a work-related injury or illness, for a period of up to 52 weeks in accordance with clause 23.5(b) of the SCHADS Award.
5. Notwithstanding clause 82 in Schedule 4A or any other term of the Agreement, YWCA Canberra undertakes to pay any employee covered by the SCHADS Award not less than the rates of pay set out in the SCHADS Award for that employee's classification under the SCHADS Award.

I confirm that I have the authority given to me by YWCA Canberra to provide this undertaking in relation to the application before the Fair Work Commission.

The undertaking above is provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature

5th July 2021

Date