

DECISION

Fair Work Act 2009 s.185—Enterprise agreement

Victorian YMCA Community Programming Pty Ltd (AG2015/5419)

YMCA STAFF AGREEMENT 2015 - VICTORIAN YMCA COMMUNITY PROGRAMMING PTY LTD

Amusement, events and recreation industry

DEPUTY PRESIDENT HAMILTON

MELBOURNE, 22 SEPTEMBER 2015

Application for approval of the YMCA Staff Agreement 2015 - Victorian YMCA Community Programming Pty Ltd.

- [1] An application has been made for approval of an enterprise agreement known as the *YMCA Staff Agreement 2015 Victorian YMCA Community Programming Pty Ltd* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Victorian YMCA Community Programming Pty Ltd. The agreement is a single enterprise agreement.
- [2] On the basis of the material contained in the application and accompanying statutory declaration, I am satisfied that each of the requirements of ss.186, 187 and 188 as are relevant to this application for approval have been met.
- [3] The Australian Municipal, Administrative, Clerical and Services Union (ASU) being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) and based on the statutory declaration provided by the organisation, I note that the Agreement covers the organisation.
- [4] The Agreement was approved on 22 September 2015 and, in accordance with s.54, will operate from 29 September 2015. The nominal expiry date of the Agreement is 30 June 2018.



DEPUTY PRESIDENT

[2015] FWCA 6549

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APPLICATION AND OPERATION OF AGREEMENT

2 AGREEMENT TITLE

2.1 This Agreement will be known as the YMCA Staff Agreement 2015 – Victorian YMCA Community Programming Pty Ltd (hereinafter referred to as "the Agreement").

3 COVERAGE, PARTIES AND PERSONS BOUND

- 3.1 This Agreement is made between, and is binding upon:
 - 3.1.1 Victorian YMCA Community Programming Pty Ltd, ABN 75 092 818 445, 582 Heidelberg Road Fairfield 3078, ("the Employer"); and
 - 3.1.2 The Australian Municipal, Administrative, Clerical and Services Union ("the Union").
- 3.2 This Agreement applies to and is binding upon Employees whose positions are classified under the classification structure in this Agreement and who are employed by the Employer, other than:
 - Employees who have been offered or entered into Management Employment Contracts with the Employer, as defined;
 - Disability Educators and Disability Program Managers as classified under the Disability Services Award (Victoria) 1999 and the Victorian YMCA Community Programming Pty Ltd – Day Services Collective Agreement 2008
 - Kindergarten Teachers, Pre-school Play Leaders, Pre-school Field Officers and Pre-school Advisers, as classified under the Early Childhood Teachers Interim Award 1999 and the Early Childhood Teachers Multi-Employer Certified Agreement 1997 (as amended by MECA Variation Agreement 2002);
 - Kindergarten Assistants as classified under the Educational Services Early Childhood Assistants - Victoria – Award 1999:
 - Employees employed at standalone childcare facilities providing long day care service:

("Employees").

This Agreement applies to any YMCA Workplace as defined below at which the Employer may carry on business in any State and Territory in the Commonwealth of Australia.

4 COMMENCEMENT DATE AND PERIOD OF OPERATION

4.1 This Agreement will operate from 1 July 2015, or seven days after the agreement is approved by the Fair Work Commission, whichever is later in time, and will continue in operation until 30 June 2018.

5 TERMS OF AGREEMENT

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

6 NATIONAL EMPLOYMENT STANDARDS

The National Employment Standards, as contained in the Act, apply at all times to the Employee covered by this Agreement. Where the National Employment Standards provide a more favourable outcome than that contained in this Agreement, the lower benefits contained in this Agreement shall be null and void and the benefit contained in the National Employment Standards shall apply.

7 AGREEMENT AIMS

- 7.1 The YMCAs of Victoria work together, from a base of Christian values, to provide opportunities for all people to grow in Body, Mind and Spirit.
- 7.2 The YMCA has adopted the following values to deliver our mission:
 - Honesty means integrity, trustworthiness, and fairness
 - Respect means acceptance, empathy, self-respect, and tolerance
 - Responsibility means commitment, courage, and service
 - Caring means compassion, forgiveness, generosity and kindness
- 7.3 The parties bound by this Agreement recognise and commit themselves to the mission and values of the organisation and the following agreement aims:
 - to create more flexible work arrangements for all staff
 - to recognise (wherever possible) family responsibilities
 - to provide effective and appropriate YMCA career paths and salary structures
 - to encourage and recognise Employee commitment and loyalty
 - to encourage open communication between staff and management
 - to enhance professional and personal development through training and an on-going commitment to continuous improvement

- to value workplace health and safety and the wellbeing of employees as a key priority. The YMCA will take all reasonably practicable steps to eliminate or reduce the risk of injury or illness to its employees, and promotes the health and wellbeing of the workforce, by providing an environment that is healthy and safe
- to commit to effective and genuine consultation and cooperation between management and employees in continually working towards a healthy, safe and sustainable organisation
- to ensure so far as is reasonably practicable equal employment opportunity and recognise and appreciate the difficulties and diversity associated with the specific environments in which we work
- to maintain an awareness of the rights and responsibilities of all staff
- to encourage decision-making based on YMCA values
- to develop and maintain positive working relationships within the organisation
- to commit to keeping children and young people safe from all forms of abuse and harm

8 POSTING OF AGREEMENT

- 8.1 A copy of this Agreement shall:
 - 8.1.1 be kept displayed in an accessible place in all premises to which it applies;
 - 8.1.2 be located on the YMCA Information Management System;
 - 8.1.3 be made available to all staff upon commencement of employment;
 - 8.1.4 be made available in alternate format for Employees with special needs, where required.

9 WORKPLACE FLEXIBILTY ARRANGEMENTS

- 9.1 The Employer and an Employee may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
 - 9.1.1 the Agreement deals with 1 or more of the following matters:
 - (a) arrangements about when work is performed;
 - (b) overtime rates:
 - (c) penalty rates;
 - (d) allowances;
 - (e) leave loading; and
 - 9.1.2 the arrangement meets the genuine needs of the Employer and the Employee in relation to 1 or more of the matters mentioned in paragraph 9.1.1; and
 - 9.1.3 the arrangement is genuinely agreed to by the Employer and the Employee.
- 9.2 The Employer must ensure that the terms of the individual flexibility arrangement:

- 9.2.1 are about permitted matters under section 172 of the Act; and
- 9.2.2 are not unlawful terms under section 194 of the Act; and
- 9.2.3 result in the Employee being better off overall than the Employee would be if no arrangement was made.
- 9.3 The Employer must ensure that the individual flexibility arrangement:
 - 9.3.1 is in writing; and
 - 9.3.2 includes the name of the Employer and the Employee; and
 - 9.3.3 is signed by the Employer and the Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
 - 9.3.4 includes details of:
 - (a) the terms of the Agreement that will be varied by the arrangement; and
 - (b) how the arrangement will vary the effect of the terms; and
 - (c) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (d) states the day on which the arrangement commences.
- 9.4 The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 9.5 The Employer or the Employee may terminate the individual flexibility arrangement:
 - 9.5.1 by giving the greater of no more than 28 days written notice (or any period of time permitted by the Act) to the other party to the arrangement; or
 - 9.5.2 if the Employer and Employee agree in writing at any time.

10 DEFINITIONS

- 10.1 The following definitions apply to this Agreement
 - 10.1.1 "Accrued Day Off" means the day which an Employee takes off as part of the twenty day roster cycle provided that the Employee is working under the "Full Time Accrued Day Off System" in clause 24.2 below.
 - 10.1.2 "Act" means the Fair Work Act 2009 (Cth).
 - 10.1.3 "Base rate of pay" means the Employee's hourly rate of pay for the classification of work performed by the Employee, as set out in the Salary Rates Appendix of this Agreement, and is exclusive of any loadings or penalties. If the Employee is receiving salary amounts in excess of those prescribed (that is, receiving over-

Agreement payments), this rate, exclusive of any loadings or penalties, will form their base rate of pay until such time as the Agreement rate applies.

- 10.1.4 "Commission" means the Fair Work Commission.
- 10.1.5 "Continuous Service"
 - 10.1.5(a) In calculating continuous service, the only absences counted as time worked are the following:
 - 10.1.5(a)(i) paid personal / carer's leave;
 - 10.1.5(a)(ii) long service leave that an Employee takes in accordance with the relevant Long Service Leave Act legislation;
 - 10.1.5(a)(iii) paid annual leave;
 - 10.1.5(a)(iv) any absence in respect of which an Employee receives or is entitled to receive workers compensation pursuant to an Act of Parliament, but not with respect to any period exceeding 26 weeks in any year of employment;
 - 10.1.5(b) The following events do not break an Employee's continuous service but will not count as service for the purposes of determining an Employee's entitlement to a period of parental leave:
 - 10.1.5(b)(i) unpaid personal / carer's leave;
 - 10.1.5(b)(ii) leave as the result of an accident;
 - 10.1.5(b)(iii) any absence in respect of which an Employee receives or is entitled to receive workers compensation (except for the 26 week period referred to in paragraph 10.1.5(a)(iv) above);
 - 10.1.5(b)(iv) leave lawfully granted by the Employer;
 - 10.1.5(b)(v) absence for a reasonable cause (the Employee must prove that the leave was reasonable);
 - 10.1.5(b)(vi) parental leave; and
 - 10.1.5(b)(vii) any break in work arising out of the application of the School-Term Based Employees clause.
 - 10.1.5(c) Where an Employee is temporarily stood down through no fault of his/her own, service is not considered to be broken.
 - 10.1.5(d) Any other absence from work does not break continuity of service unless the Employer notifies the Employee within fourteen days of the Employee returning to work after the absence. The Employer must tell the Employee in writing. Provided that if an individual Employee is absent, the Employer must tell that Employee by:
 - 10.1.5(d)(i) giving the notice to him or her personally; or
 - 10.1.5(d)(ii) posting the notice to his or her last known address.
 - 10.1.5(e) It will not break an Employee's continuous service if the Employer breaks or ends the Employee's service in order to avoid the Employer's obligations in respect of leave.
- 10.1.6 "Family Violence" means family violence as defined by the *Family Violence Protection Act 2008* (Vic) and includes sexual, physical, emotional, financial or verbal abuse by a family or household member.
- 10.1.7 "Immediate family" includes:

- 10.1.7(a) Spouse (including a former spouse, a de facto spouse and a former de factor spouse) of the Employee. A de facto spouse means a person who lives with the Employee on a bona fide domestic basis although not legally married: and
- 10.1.7(b) Child or adult child (including an adopted child, a foster child, a step child or an ex-nuptial child), parent, grandparent, grand child or sibling of the Employee or spouse of the Employee.
- 10.1.8 "Management Employment Contract" means the standard YMCA Management Employment common law contract of employment which is offered to Managers at Levels 1 to 7 and Executive Management Tier 1 and Tier 2.
- 10.1.9 "Qualification" means a certification (eg. certificate, degree, license) awarded on successful completion of a course in recognition of having achieved particular knowledge, skills or competencies.
- 10.1.10 "Rostered Day Off" means a day on which the Employee is not rostered to work.
- 10.1.11 "National Employment Standards" means the National Employment Standards as contained in the Act.
- 10.1.12 "Training Session" means a period of teaching, education, instruction or professional development.
- 10.1.13 "YMCA" means the Young Men's Christian Association of Victoria.
- 10.1.14 "YMCA Manager" means Manager in charge of a YMCA Workplace.
- 10.1.15 "YMCA Workplace" means any site, establishment, venue or location where the Employer provides services, conducts programs, or as otherwise operates.

BENEFITS

11 ACCESS TO PROGRAMS AND FACILITIES

11.1 General

11.1.1 Subject to the exclusions and constraints contained in this subclause, Employees will be entitled to access YMCA programs and facilities at any YMCA Workplace without charge.

11.2 Constraints

- 11.2.1 The Employee must have completed his/her probation period.
- 11.2.2 This clause will not apply to irregular casuals as defined in clause 17.4.2(b).
- 11.2.3 The Employee must check his/her eligibility to utilise a particular YMCA facility or program before seeking access to that particular facility or program. Wherever possible Employee access should be at off peak periods.
- 11.2.4 The Employee must confirm that access to a particular facility or program is not restricted at the time the Employee wishes to access or attend the facility or program.
- 11.2.5 The Employee must present a YMCA Staff Card and Photo identification (as to proof of employment) and agree to complete any register book at the particular facility being accessed.
- 11.2.6 Employees acknowledge that the YMCA Branches to which they attend as a guest may seek feedback from the Employee, in either a written or verbal format.
- 11.2.7 The participation of a non-paying Employee must not preclude the participation in a program or access to a facility by a paying customer. The Employee wishing to participate in place of a paying customer must pay the full program cost.
- 11.2.8 If the Employee wishes to pre-book program facilities (eg tennis courts, term programs, challenge fitness camp, personal training, aquatic education), he/she must pay the standard fee.
- 11.2.9 The Employee must agree to the terms and conditions of entry at each site.
- 11.2.10 Any YMCA facilities under contract management may have additional entry or access constraints. The Employee should check with the relevant YMCA Manager before visiting that facility.

11.3 Exclusions

- 11.3.1 No Employees are entitled to access the following as a result of this benefit:
 - 11.3.1(a) accommodation facilities;
 - 11.3.1(b) camp facilities;
 - 11.3.1(c) training services.

12 EMPLOYEE ASSISTANCE PROGRAM

- 12.1 The Employer will provide its Employees and members of their immediate family or household with access to confidential, professional counselling services to assist with work or personal issues through the Employee Assistance Program.
- 12.2 The first 3 consultation sessions with the Employee Assistance Program for the Employee and / or each member of their immediate family and / or household will be paid for by the Employer.
- 12.3 The Employer may approve payment of subsequent consultation sessions. In the absence of that approval, the Employee will be responsible for payment of any additional sessions.
- 12.4 The provider of the Employee Assistance Program may be changed from time to time at the discretion of the YMCA.
- 12.5 The YMCA will monitor the usage of the Employee Assistance Program. If it is determined that the usage of the Program does not justify the cost to the YMCA, the Program may be varied or withdrawn at the discretion of the YMCA at any time during the operation of the Agreement.

13 TRAINING, PROFESSIONAL DEVELOPMENT AND STAFF MEETINGS

13.1 General

- 13.1.1 The parties recognise that the achievement of increased efficiency, productivity and competitiveness for the Employer requires that Employees are effectively utilising the training provided to them. The Employer will use its best endeavours to ensure that training is provided in accordance with equity principles.
- 13.1.2 It is in the interests of the parties that they both identify learning opportunities and that Employees undertake training specifically aimed at keeping abreast of developments in equipment, technology, techniques, procedures and services utilized or delivered by the Employer.

13.2 Performance / Professional Development Appraisal

- 13.2.1 The aims of the appraisal process are to:
 - 13.2.1(a) Provide a comprehensive review of each Employee's work performance,

- 13.2.1(b) Provide a formal opportunity to review the Employee's position description to ensure ongoing relevance to actual duties being performed; and
- 13.2.1(c) Where required or relevant, to set objectives for the year ahead and to establish training and professional development targets and action plans.
- 13.2.2 Employees will be provided with advance notice of a pending appraisal and provided with all relevant forms that may be required to be completed by the Employee prior to the appraisal being conducted.
- 13.2.3 The appraisals will be conducted by the Employee's direct supervisor and/or an appropriate person determined by the YMCA Manager.
- 13.2.4 The performance and professional development of each full-time and part-time Employee will, except in exceptional circumstances be reviewed:
 - 13.2.4(a) within 6 months from commencement of employment, or commencement in a new position;
 - 13.2.4(b) annually thereafter, at a mutually convenient time (which may result in the annual performance review being delayed).
- 13.2.5 An annual performance and professional development appraisal will be provided to a casual Employee on his/her request or at the discretion of the YMCA Manager, to be conducted at a mutually convenient time (which may result in the annual performance review being delayed).
- 13.2.6 More frequent professional development appraisals may occur at the discretion of the YMCA Manager.

13.3 Training Entitlements

- 13.3.1 Subject to the conditions of this clause, full-time Employees will be entitled up to 5 paid Training Days per annum.
- 13.3.2 Part-time Employees will be entitled to the same Training Day opportunities as full-time Employees but on a pro rata basis.
- 13.3.3 Training may be offered through consultation between the Employee and his or her supervisor and must be approved by the YMCA Manager. It may include on the job training, internal courses conducted by the YMCA or external courses but will exclude any training provided by a trade union.
- 13.3.4 For full-time and part-time Employees, where training is determined as mandatory by the Employer, the Employer will meet the full cost of attendance at training courses (i.e. Period of attendance according to course length and course cost).

- 13.3.5 For casual employees, where training is determined as mandatory by the Employer, the Employer will meet the full cost of attendance at training courses (i.e. Period of attendance according to course length and course cost). This excludes an Employee's attendance at a course to obtain or update a minimum qualification, which remains the responsibility of the Employee under clause 46.
- 13.3.6 For all Employees, where training is not determined as mandatory by the Employer, the Employer may nevertheless in its discretion contribute to the cost of attendance at training courses.

13.4 Staff Meetings

13.4.1 Mandatory Meetings

- 13.4.1(a) Where meetings are determined as mandatory by the Employer, the YMCA Manager will clearly identify this in writing to the Employees by a general staff notice.
- 13.4.1(b) Full-time and Part-time Employees shall be paid their base rate of pay for attendance where such attendance is considered mandatory.
- 13.4.1(c) Casual Employees shall be paid their base rate of pay for attendance plus the relevant casual loading where such attendance is considered mandatory.
- 13.4.1(d) Where an Employee is employed in multiple positions, they shall be paid at their lowest base rate of pay, plus the relevant casual loading for Casual Employees, of a relevant position.
- 13.4.1(e) However, where an employee was rostered to work during the period of a mandatory meeting, for his/her attendance at the meeting the employee will receive the greater of:
 - 13.4.1(e)(i) the payment that would have been received if he/she had otherwise worked, or
 - 13.4.1(e)(ii) the payment set out in clause 13.4.1(b) or clause 13.4.1(c) above.

13.4.2 Non Mandatory Meetings

13.4.2(a) Employees that are not required to attend meetings but elect to do so, will not be entitled to payment for the duration of the meeting.

14 SUPERANNUATION

14.1 The Employer will meet its obligation to pay superannuation under the Superannuation Guarantee (Administration) Act 1992 and related legislation.

- 14.2 All eligible Employees may elect to have their superannuation paid into a complying Superannuation Fund of their choice by completing a 'Choice of Superannuation Fund Standard Choice Form' upon commencement of employment.
- 14.3 If an eligible Employee does not nominate a complying Superannuation Fund upon commencement of employment, the HOSTPLUS Superannuation Fund, or such other complying fund that the Employer determines from time to time, shall be the default fund to which contributions are made.
- 14.4 An eligible Employee may choose to change the Superannuation Fund to which contributions are paid on an annual basis.
- 14.5 The Employee's "ordinary time earnings" and the Employer's superannuation guarantee charge liability will not be reduced or affected by any effective Salary Sacrifice for Superannuation arrangement entered into by the Employee and accepted by the Employer.

15 WORKCOVER (ACCIDENT MAKE-UP PAY)

- 15.1 The Employer will pay an Employee accident make up pay where the Employee receives an injury or illness for which weekly payments of compensation are payable by or on behalf of the Employer pursuant to the provisions of the relevant Accident Compensation Legislation.
- 15.2 "Accident pay" means a weekly payment of an amount being the difference between the weekly amount of compensation paid to the Employee pursuant to the relevant Accident Compensation legislation (reduced by any payment received by the Employee for current weekly earnings where relevant) and the Employee's pre-injury average weekly earnings pursuant to the provisions of the relevant Accident Compensation legislation.
- 15.3 The Employer will pay accident pay during the incapacity of the Employee within the meaning of the relevant Accident Compensation legislation until the incapacity ceases, or for a total of 26 weeks whether the incapacity is in one continuous period or not, whichever event first occurs.
- 15.4 The liability of the Employer to pay accident pay in accordance with this clause will arise as at the date of injury.
- 15.5 In the event that the Employee receives a lump sum or redemption of weekly payments under the relevant Accident Compensation legislation the liability of the Employer to pay accident pay will cease from the date a lump sum or redemption is paid.
- 15.6 Notwithstanding the provisions of this clause:
 - 15.6.1 the liability to pay accident make-up pay to casual Employees, tenured or temporary Employees, or Employees who retire, will cease at the expiration of such engagement or 52 weeks whichever is the lesser period;

15.6.2 where an Employee had given notice of his/her intention to retire and is injured prior to the notified date of retirement, the liability to pay accident make-up pay will cease at the date on which the Employee was due to retire or 52 weeks whichever is the lesser period.

16 UNIFORMS / PROTECTIVE CLOTHING

- 16.1 All Employees will be required to dress in a manner and meet a dress code, which in the opinion of the Employer, is appropriate for the position held and shall comply with any reasonable requests of the YMCA Manager.
- All Employees required by the Employer to wear specific YMCA uniforms, as part of their employment will receive an appropriate number of uniform items (as determined by the YMCA Manager) free of charge to the Employee.
- 16.3 All uniforms issued shall remain the property of the Employer, and must be returned at the cessation of employment.
- 16.4 A deposit may be required for specific uniform items issued to a casual Employee, which will be reimbursed within 7 days of return of the items in a clean and serviceable condition (fair wear and tear excepted).
- 16.5 The Employee will be expected to clean and launder the uniform at his/her own expense.
- 16.6 If uniforms are not returned, or not returned in a state considered satisfactory by the YMCA Manager (allowing for general wear and tear), an amount equivalent to the value of the uniform item may be invoiced for payment.
- 16.7 Protective clothing and materials necessary to meet the Employer's obligations under the relevant occupational health and safety legislation will also be provided without cost to the Employee. These uniforms are provided for employment related usage only and remain the property of the Employer.
- 16.8 If an Employee's clothes are spoiled or destroyed while on duty because of disinfectants or acids (unless this is intentionally caused by the Employee or caused through his/her own neglect), he/she will be paid the value of the clothes spoiled or destroyed.

EMPLOYMENT RELATIONSHIP

17 TYPES OF EMPLOYMENT

17.1 General

- 17.1.1 At the time of engagement the Employer will inform each Employee of the terms of his/her engagement and, in particular, in which category he or she is to be employed. Employees under this Agreement will be employed in one of the following categories:
 - 17.1.1(a) a full-time Employee; or
 - 17.1.1(b) a part-time Employee; or
 - 17.1.1(c) a casual Employee; or
 - 17.1.1(d) a sessional Employee; or
 - 17.1.1(e) a temporary Employee; or
 - 17.1.1(f) a seasonal Employee; or
 - 17.1.1(g) a school term-based Employee.
- 17.1.2 An Employee may be offered and accept employment in multiple categories, in which case, all engagements will be separately documented.

17.2 Full-time Employee

17.2.1 A full-time Employee is an Employee who is engaged to work an average of 38 hours per week, in accordance with the Hours of Work clause of this Agreement.

17.3 Part-time Employee

- 17.3.1 A part-time Employee is an Employee who does not meet the definition of a full-time Employee and who is engaged to work for less than full-time 38 hours per week, in accordance with the Hours of Work clause of this Agreement.
- 17.3.2 A part-time Employee shall be engaged for an agreed minimum number of hours of work per week, or an agreed minimum number of hours averaged over a 2week work cycle.
- 17.3.3 The minimum hours of work of a part-time Employee may be varied by mutual agreement in advance between the Employer and the Employee.
- 17.3.4 A part-time Employee will be paid for ordinary hours worked at the hourly rate of pay prescribed for the class of work performed.

- 17.3.5 A part-time Employee may be offered additional work at the base rate of pay for hours up to normal full-time hours of 76 hours in a 2-week work cycle.
- 17.3.6 Except where otherwise specified, a part-time Employee is entitled to the benefits of this Agreement on a pro rata basis.

17.4 Casual Employee

17.4.1 **General**

- 17.4.1(a) A casual Employee is an Employee engaged and paid as such.
- 17.4.1(b) On each occasion a casual Employee is required to attend for work such Employee will be paid and shall attend the workplace for a minimum of 2 hours unless mutually agreed.
- 17.4.1(c) The provisions of the following clauses within this Agreement shall have no application to a casual Employee:
 - Overtime
 - Annual Leave and Leave Loading
 - Personal Leave
 - Donor Leave
 - Leave Without Pay
 - Termination of Employment
 - Redundancy
 - Volunteer Leave
- 17.4.1(d) Where the Employer is awaiting the outcome of a tender proposal for existing work, casual Employees may be hired in lieu of permanent staff to enable redeployment opportunities, where necessary.
- 17.4.1(e) Notwithstanding anything to the contrary appearing elsewhere in this Agreement, the services of a casual Employee may be terminated by 1 hour's notice on either side or by the payment or forfeiture of 1 hour's wages as the case may be.

17.4.2 Casual Conversion

17.4.2(a) A casual Employee other than an irregular casual Employee as defined within this subclause, who has been engaged by an Employer for more than 6 months, shall have the right to elect to have his or her contract of employment converted to permanent employment if the employment is to continue beyond the conversion process.

Provided that, by mutual agreement between the Employer and the casual Employee concerned, the Employer may apply the

provisions of this sub-clause as if the reference to 6 months is a reference to 12 months. Any such agreement shall be confirmed in writing, signed by the Employer and the Employee.

- 17.4.2(b) An "irregular casual" Employee is one who has been engaged to perform work on an occasional or non-systematic or irregular basis, or engaged in work of a relieving or temporary nature.
- 17.4.2(c) A casual Employee, other than an irregular casual, after having attained this 6 month period of employment, may give 4 weeks notice in writing to the Employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within 4 weeks of receiving such notice the Employer shall consent to or refuse the election but shall not unreasonably so refuse. An Employer who refuses an election to convert, shall state the reasons for doing so.
- 17.4.2(d) Once a casual Employee has elected to become and has been converted to a full-time or part-time Employee, the Employee may only revert to casual employment by written agreement with the Employer.
- 17.4.2(e) If a casual Employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with this clause, the Employer and the Employee shall discuss and agree upon:
 - 17.4.2(e)(i) which form of employment the Employee will convert to, that is, full-time or part-time; and
 - 17.4.2(e)(ii) if it is agreed that the Employee will become a parttime Employee, the minimum number of hours that will be worked per week or averaged over a 2-week roster cycle.

Provided that an Employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment, and an Employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed upon between the Employer and Employee.

17.4.3 Casual Loading

- 17.4.3(a) All casual Employees, excepting those engaged in positions within the Camping and Accommodation Staff Grades Classifications, shall be paid for ordinary hours worked at the rate prescribed for the class of work performed, plus a casual loading of 25%.
- 17.4.3(b) Casual Employees engaged in positions within the Camping and Accommodation Staff Grades Classification shall be paid for ordinary hours worked at the rate prescribed for the class of work performed, plus a casual loading of:

17.4.3(b)(i) 25% for hours worked on any ordinary day Monday to Friday inclusive;

17.4.3(b)(ii) 50% for hours worked on a Saturday;

17.4.3(b)(iii) 75% for hours worked on a Sunday.

17.5 Sessional Employee

- 17.5.1 A sessional Employee is an Employee engaged to meet sessional program requirements or to meet unexpected sessional program demands, and be engaged on either a part time or casual basis.
- 17.5.2 Programs categorised as sessional programs are listed within the classification and salary scales. Additional programs may be identified as "sessional" during the life of this agreement.
- 17.5.3 On each occasion a sessional Employee is required to attend for work such Employee will be paid a minimum of 1 hour unless mutually agreed.
- 17.5.4 A sessional Employee will be given a minimum of 24 hours notice of any cancelled sessions or receive payment for such sessions.
- 17.5.5 All conditions of employment, excepting those as listed within this clause or specifically noted elsewhere in this Agreement, will be equivalent to the basis of engagement, that is, part-time or casual.

17.6 Temporary Employee

- 17.6.1 A temporary Employee will be an Employee who is engaged on either a full-time or part-time basis to work in a position which is either temporary in nature for a specified period of time and/or for a specific project, task or tasks. This period will not exceed 12 months in length unless mutually agreed between the Employer and the Employee.
- 17.6.2 The provisions of clause 45, Redundancy, shall have no application to a temporary Employee.

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

17.7 Seasonal Employee

- 17.7.1 A seasonal Employee shall only be employed in a stand alone YMCA Workplace which only opens or operates for a defined period of any year.
- 17.7.2 A seasonal Employee is an Employee engaged on either a full-time, part-time or casual basis for a fixed period of time which equates to the season of opening at the YMCA Workplace.

17.7.3 A seasonal Employee:

- 17.7.3(a) shall at the commencement of his/her engagement be advised of the anticipated minimum number of hours that he/she will be engaged for the duration of the season; and
- 17.7.3(b) shall be paid at the same rate of pay as an equivalent Employee in an all year round YMCA Workplace, and
- 17.7.3(c) shall not be subject to the 7 day advance notice period guideline of the Rosters clause within this Agreement.
- 17.7.3(d) shall not have any minimum engagement period.
- 17.7.4 All conditions of employment, excepting those as listed within this clause or specifically noted elsewhere in this Agreement, will be equivalent to the basis of engagement, that is, full-time, part-time or casual.

17.8 School Term-Based Employee

- 17.8.1 A school term-based Employee is an Employee who is engaged on either a full-time or part-time basis to work predominantly in connection with programs based on school terms (for example, aquatic education programs).
- 17.8.2 During the period in which the relevant program is not being conducted, the agreed minimum number of hours of work per week for the Employee will not apply, and the Employer may offer and the Employee may accept work in a different role.
- 17.8.3 If work in a different role is not offered, or not accepted by the Employee, and the Employee is not taking annual leave during the period in which the relevant program is not being run, then the Employee will be deemed to be on leave without pay.

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

18 POSITION DESCRIPTION

- 18.1 The Employer will provide each Employee with a position description which clearly and accurately identifies as a minimum:
 - The requirements of the job
 - The skills, knowledge, experience, qualifications and/or training required
 - The responsibility of the level of the position
 - The organisational relationship of the position, and
 - The accountability/extent of authority of the position
- 18.2 The position description shall be reviewed by the Employer from time to time in consultation with the Employee concerned (usually annually for permanent positions) to ensure that it accurately reflects the role being performed.

19 PROBATIONARY PERIOD

- 19.1 All Employees will be subject to a probationary period of 3 months upon commencement of employment. The Employer may extend the period of probation by an amount of time up to a maximum of an additional 3 months. The probationary period will be notified to an Employee before commencement of employment.
- 19.2 During the probationary period, the Employer will review the Employee's employment and will either confirm the continuing employment of the Employee; or will terminate employment.
- 19.3 The Employer or the Employee may terminate the employment during the probationary period by giving the other party 1 week's notice.

20 TRIAL PERIOD

- 20.1 Where an Employee commences in a new position at another YMCA Workplace, or commences a new position at the same Workplace, he/she may be subject to a 3 month trial period. Where the Employee is not successful in this new position, the Employee may revert to the former position or to a suitable alternative position.
- 20.2 The trial period will be notified to an Employee before commencement of employment.

21 CONSULTATION

21.1 Consultation regarding Major Workplace Change

21.1.1 YMCA to Notify

- 21.1.1(a) Where the YMCA has made a definite decision to make changes that are likely to have significant effects on Employees, the YMCA shall notify the Employees who may be affected by the changes (the **relevant Employees**) and, at the Employee's request, the Employee's representative (which may include the ASU).
- 21.1.1(b) In this clause, changes that are likely to have 'significant effects on Employees' include changes that result in termination of employment, major changes in the composition, operation or size of the YMCA's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of Employees to other work or locations and the restructuring of jobs.

21.1.2 YMCA to discuss change

- 21.1.2(a) The YMCA shall discuss with the relevant Employees affected and, at an Employee's request, the Employee's representative (which may include ASU):
 - (i) the introduction of the changes referred to in sub-clause 21.1;
 - (ii) the effects the changes are likely to have on Employees; and
 - (iii) measures the YMCA is taking to avert or mitigate the adverse effects of such changes on the relevant Employees.
- 21.1.2(b) The YMCA must give prompt consideration to matters raised by the relevant Employees and/or their representatives in relation to the changes.
- 21.1.2(c) The discussions must commence as early as practicable.
- 21.1.3(d) For the purposes of such discussions, the YMCA shall provide in writing to the relevant Employees and, at the Employee's request, to the Employee's representative (which may include the ASU):
 - all relevant information about the changes including the nature of the changes proposed;
 - (ii) the expected effects of the changes on the relevant Employees; and
 - (iii) any other matters likely to affect the relevant Employees.

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

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

21.2.1 YMCA to Notify

21.2.1(a) Where the YMCA proposes to introduce a change to the regular roster or ordinary hours of work of Employees, the YMCA shall notify the relevant Employees and, at the Employee's request, the Employee's representative (which may include the ASU) of the proposed change.

21.2.2 YMCA to discuss change

- 21.2.1(b) As soon as practicable after proposing to introduce the change, the YMCA will:
 - (i) provide information to the relevant Employees and, at the Employee's request, to the Employee's representative (which may include the ASU) about the change (excluding confidential or commercially sensitive information); and
 - (ii) invite the relevant Employees and, at the Employee's request, the Employee's representative (which may include the ASU) to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
 - (iii) give prompt and genuine consideration to any views given by the relevant Employees and any Employee representative (which may include the ASU) about the impact of the change.

21.3 Requirement to act in good faith

- 21.3.1 All Parties must act in good faith in relation to the consultation process provided in this clause 21.
- 21.3.2 In this clause 21, 'good faith' means obligations to meet, disclose relevant information, genuinely consider proposals, respond to proposals including reasons for the response, and refrain from capricious or unfair conduct that undermines consultation.

22 DISPUTE RESOLUTION AND GRIEVANCES

- 22.1 It is the objective of the Employer to resolve disputes and grievances as they arise in an efficient, fair and equitable manner.
- 22.2 In the event of a dispute arising in the workplace, the procedure to resolve the matter will be as follows:

22.2.1 **Stage One**

- 22.2.1(a) In the first instance the Employee shall attempt to resolve the issue through discussion with his/her immediate supervisor. If the issue is related to the Employee's immediate supervisor, the matter should be referred to the next level of management.
- 22.2.1(b) If the matter remains unresolved from this discussion, or remains unresolved after 10 days from the commencement of Stage One, the matter may progress to Stage Two.

22.2.2 **Stage Two**

- 22.2.2(a) One or more discussions should be held between the Employee and more senior levels of management in an attempt to resolve the issue.
- 22.2.2(b) If the matter remains unresolved after at least 2 such discussions, or remains unresolved after 10 days from the commencement of Stage Two, the matter may progress to Stage Three.

22.2.3 Stage Three

- 22.2.3(a) Either party may refer the matter to a private mediator or to the Commission for the purposes of conciliation, mediation or other type of alternative dispute resolution. If the dispute is over the application of the Agreement, or in relation to the NES, the matter may be referred to the Commission for arbitration.
- 22.2.3(b) If the matter is referred to the Commission for arbitration, the Commission may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective.
- 22.2.3(c) A decision of the member of the Commission will bind the parties subject to either party exercising a right of appeal against the decision to a Full Bench.
- 22.3 An Employee may be required to formalise his/her grievance in writing. Any such submission will remain confidential and will only be circulated to parties directly involved in the dispute resolution process, unless wider circulation is necessary in order to satisfactorily investigate the matter in question.
- While the parties attempt to resolve the matter, work will continue as normal unless the Employee has a reasonable concern about an imminent risk to his/her health and safety. Neither party shall be prejudiced as to final resolution by the continuance of work in accordance with this clause.
- 22.5 At all Stages of the process set out in this clause, a nominated representative for either or both parties (which may include the ASU) may represent that party and be present and involved in discussions. This clause does not permit a party to be represented by an

externally practicing legal practitioner during the process at Stages One and Two, but either party may retain legal representation at the Commission or private arbitration stage of the process, or to advise them at any stage.

- 22.6 An Employee who is party to a dispute must, while the dispute is being resolved:
 - 22.6.1 Continue to work in accordance with his or her contract of employment, unless the Employee has a reasonable concern about an imminent risk to his or her health and safety; and
 - 22.6.2 Comply with any reasonable direction given by the Employer to perform other available work, either in the same workplace or at another workplace.
- 22.7 For the avoidance of doubt:
 - 22.7.1 This clause does not apply to disputes and grievances arising out of:
 - 22.7.1(a) Occupational health and safety issues; or
 - 22.7.1(b) Termination of employment
 - 22.7.2 Only clause 22.2.1 (Stage One) and clause 22.2.2(a) of Stage Two apply to disputes and grievances arising out of performance management and disciplinary procedures.

23 ABANDONMENT OF EMPLOYMENT

- 23.1 An Employee may be regarded as having abandoned his or her employment, if an Employee is absent from work for:
 - 23.1.1 5 days for a full-time Employee; or
 - 23.1.2 3 shifts for part-time and casual Employees
 - and the Employee cannot establish to the satisfaction of the Employer a "reasonable cause" for the absence within this time.
- 23.2 The Employer shall take reasonable steps to ascertain the cause of the Employee's absence prior to deeming employment to have been terminated in accordance with this clause.
- 23.3 If an Employee terminates his or her employment by abandonment, the termination shall operate from the date of:
 - 23.3.1 his or her last attendance at work; or
 - 23.3.2 his or her last authorised absence:

whichever is the later.

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

HOURS OF WORK, ROSTERS AND BREAKS

24 HOURS OF WORK

24.1 Ordinary Hours

- 24.1.1 The ordinary hours of work for Employees shall be, for:
 - 24.1.1(a) **Full-time Employees**, no more than an average 38 hours per week to be worked over 76 hours within a 2-week work cycle;
 - 24.1.1(b) **Part-time Employees**, less than an average of 38 hours per week within a 2-week work cycle;
 - 24.1.1(c) **Casual Employees**, variable per week according to organisational demands.
- 24.1.2 The number of ordinary hours to be worked on any one day for full time and part time Employees shall not exceed 10 hours in total, except by mutual agreement between the Employer and an Employee, in which case the total number of hours worked on any one day may be increased to 12 hours.
- 24.1.3 The number of ordinary hours to be worked on any one day for casual Employees shall not exceed 10 hours in total.
- 24.1.4 No full-time or part-time Employee shall receive less than 2 consecutive days off per week or, alternatively, 4 consecutive days off per fortnight, unless mutually agreed.
- 24.1.5 Ordinary hours may be worked both inside and outside the Span of Ordinary Hours, as further set out below. Only ordinary hours worked outside the Span of Ordinary Hours will attract the penalty rates as set out in this clause.

24.2 Full Time - Accrued Day Off System

- 24.2.1 Full time Employees who work a fixed 5 day roster and work 7.6 hours per day over a 4-week roster cycle (i.e. 20 day work cycle) may be offered the option by the YMCA Manager to work 8 hours per day with one accrued day off in a 20 day work cycle.
- 24.2.2 Accrued day off work arrangements must be approved by the YMCA Manager before being implemented. The YMCA Manager will consider the operational requirements of the workplace before giving any such approval. Accrued day off work arrangements must allow for adequate breaks between shifts and otherwise comply with the principles for establishing rosters.

- 24.2.3 The Accrued day off must be taken within the same 4-week roster cycle in which it is accrued (i.e. an accrued day off cannot be carried over into the next 4-week roster cycle) unless otherwise authorised by the YMCA Manager. If the accrued day off is not taken, it will be paid for at the Employee's basic hourly rate of pay. Such time will not be regarded as overtime for the purposes of this Agreement, but will be regarded as reasonable additional hours for the purpose of the National Employment Standards.
- 24.2.4 The Employer my cancel any accrued day off arrangements at its sole discretion.

24.3 Span of Ordinary Hours

- 24.3.1 For all Employees other than those engaged in positions within the Camping and Accommodation Staff Grades Classifications, the span of ordinary hours shall be between:
 - 5.00am and 11.30pm Mondays to Fridays, and
 - 6.00am and 10.00pm Saturdays and Sundays
- 24.3.2 For Employees engaged in positions within the Camping and Accommodation Staff Grades Classifications, the span of ordinary hours shall be between:
 - 7.00am and 7.00pm Mondays to Fridays.
- 24.3.3 In special circumstances, including but not limited to a heat wave or community event, which require the YMCA Workplace to remain open for an extended period of time (which may be until the time of opening on the following day), the span of ordinary hours of work will be extended to match the extended opening period. This clause only applies to YMCA Workplaces managed or operated by the Employer under contract with Local Government and will not be relied upon by a YMCA Workplace more than once each calendar year.

24.4 Work Performed Outside the Span of Ordinary Hours

- 24.4.1 All ordinary hours of work performed outside of the span of ordinary hours,
 - 24.4.1(a) for all Employees, excepting those engaged in positions within the Camping and Accommodation Staff Grades Classifications, shall be paid at a penalty rate of 50% calculated on the base rate of pay.
 - 24.4.1(b) for full-time and part-time Employees engaged in positions within the Camping and Accommodation Staff Grades Classifications, shall be paid:
 - 24.4.1(b)(i) an additional penalty rate of \$1.56 per hour for any such time worked outside the hours of 7.00am to 7.00pm Mondays to Fridays inclusive, with a minimum payment of \$2.37 for any one day.

- 24.4.1(b)(ii) at a penalty rate of 25% calculated on the base rate of pay, for any such time worked from midnight Friday to midnight Saturday.
- 24.4.1(b)(iii) at a penalty rate of 75% calculated on the base rate of pay, for any such time worked from midnight Saturday to midnight Sunday.
- 24.4.1(c) for casual Employees engaged in positions within the Camping and Accommodation Staff Grades Classifications, shall be paid as per the Casual Loading subclause of this Agreement.
- 24.4.2 No Employee will work outside the span of ordinary hours without the prior approval of the YMCA Manager, unless that Employee by reason of the urgency of the work is required to perform such out of hours work without prior approval.

24.5 Staff Occupying Other Positions

- 24.5.1 From time to time, the YMCA may have available positions in other areas of the YMCA. Positions available may include a:
 - 24.5.1(a) casual position; or
 - 24.5.1(b) part-time sessional position; or
 - 24.5.1(c) part-time seasonal position; or
 - 24.5.1(d) part-time school-term based position.
- 24.5.2 A member of staff may apply to work in a position of the type set out in clause 24.5.1 above in addition to regular duties.
- 24.5.3 A request by an Employee to work in a position of the type set out in clause 24.5.1 must be approved in advance by the YMCA Manager. A request will only be approved where the arrangements meet the Employer's operational requirements, allow for adequate breaks between shifts and otherwise comply with the principles for establishing rosters.
- 24.5.4 An Employee who works in a position of the type referred to in this clause will be paid at the appropriate base rate of pay for the classification of the work performed.
- 24.5.5 An Employee who works in a part time position as outlined within the clause will be paid at the appropriate base rate of pay for the classification of the work performed.
- 24.5.6 An Employee who works in a casual position as outlined within the clause will be paid at the appropriate casual rate of pay for the classification of the work performed.

24.6 Flexible Working Hours

- 24.6.1 The Employer aims, wherever practicable, to provide flexible working arrangements which balance service requirements with an Employee's personal needs.
- 24.6.2 Upon request for time off by an Employee to attend to personal or family matters, with agreement from the YMCA Manager, the following may be available in addition to normal leave requirements:
 - 24.6.2(a) Varying start and finishing times to meet personal requirements.
 - 24.6.2(b) A full-time or part-time Employee may elect to work make-up time, under which the Employee takes time off during the span of ordinary hours, and works those hours at a later time.
 - 24.6.2(c) Such time worked in accordance with the provisions of this clause will not be regarded as overtime or work outside the span of ordinary hours so as to attract a penalty payment.
 - 24.6.2(d) On each occasion that the Employee elects to use this provision, the resulting arrangement must be recorded in the time and wages records at the time when the agreement is made.

24.7 Job Share

- 24.7.1 Job Share is a flexible work arrangement which is implemented as a means of balancing work and personal needs. Job Share is an arrangement where 2 Employees, by mutual agreement with their YMCA Manager, share all the duties and responsibilities of a permanent full time position. A Job Share arrangement may only be entered into with the consent of the YMCA Manager.
- 24.7.2 All conditions of employment for Employees participating in Job Share arrangements will be equivalent to the basis of engagement, that is, part time.
- 24.7.3 Employees participating in Job Share shall, in conjunction with the YMCA Manager, determine how the job is to be split and agree to the hours for each participating Employee. The agreed hours of work of the Job Share partners will not exceed the ordinary hours of work for a full time Employee, that is, 76 hours in a 2-week roster cycle.
- 24.7.4 The Employer reserves the right to review any Job Share arrangement and to cancel it if necessary on reasonable business grounds. If the Employer is unable to redeploy the affected Employees to a suitable alternative position, any such cancellation will be regarded as a redundancy situation, and clause 45, Redundancy, will apply.
- 24.7.5 A Job Share arrangement may also be cancelled if employment of one or both of the parties to the Job Share is terminated for any reason, or one or both of the

Employees resigns or moves to another position within the organisation, and the Employer is unable to recruit another Employee to fill the vacant Job Share.

25 ROSTERS

25.1 General

- 25.1.1 An Employee shall be present and ready to commence work on time and will not depart from their allocated work prior to the official finishing time.
- 25.1.2 The Employer will establish rosters according to the needs of its business and will endeavour to provide reasonable work arrangements for all Employees.
- 25.1.3 In establishing rosters, the Employer will have regard to the following guidelines and principles:
 - 25.1.3(a) Except in unusual circumstances, rosters will be posted 7 days in advance.
 - 25.1.3(b) Rosters are subject to organisational needs and may be subject to change during the life of the roster.
- 25.1.4 Provided that the arrangements meet the Employer's operational requirements, allow for adequate breaks between shifts and otherwise comply with the principles for establishing rosters under this Agreement, Employees are:
 - 25.1.4(a) permitted to swap rostered shifts with the approval of their Supervisor or the YMCA Manager; and
 - 25.1.4(b) responsible for covering their rostered shifts, unless:
 - 25.1.4(b)(i) mutually agreed between the Employee and their Supervisor or the YMCA Manager; or
 - 25.1.4(b)(ii) the change in shift is caused by illness of the Employee or a member of their immediate family or household, in which case the Employer will cover the rostered shifts. The Employee must, if required by the Employer, provide a medical certificate from a registered health practitioner, or if it is not reasonably practicable for the Employee to give the Employer a medical certificate then a statutory declaration made by the Employee which complies with the Notice and Evidence Required clauses of clause 34.2 Sick Leave or clause 34.3, Carer's Leave, whichever is relevant.

25.2 Split Shifts

- 25.2.1 Broken periods of work or split shifts may only be introduced with the agreement of the Employee directly affected.
- 25.2.2 A minimum 2 hour break between shifts will be provided when splitting a shift unless mutually agreed between the YMCA Manager and Employee.

25.3 Staff Ratios

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

26 OVERTIME

26.1 Reasonable Overtime

- 26.1.1 An Employer may require an Employee to work reasonable overtime at overtime rates (or for time off in lieu, in accordance with this Agreement).
- 26.1.2 An Employee may refuse to work overtime in circumstances where the working of such overtime would result in the Employee working hours which are unreasonable having regard to:
 - 26.1.2(a) any risk to Employee health and safety;
 - 26.1.2(b) the Employee's personal circumstances including any family responsibilities;
 - 26.1.2(c) the needs of the YMCA Workplace;
 - 26.1.2(d) the notice (if any) given by the Employer of the overtime and by the Employee of his or her intention to refuse it; and
 - 26.1.2(e) any other relevant matter.

26.2 Calculation of Overtime

- 26.2.1 Subject to clause 26.2.3, a full-time Employee shall be paid overtime (or receive time off in lieu) for:
 - 26.2.1(a) all work before his/her rostered commencing time or after his/her rostered ceasing time on any day (as varied pursuant to clause 25.1.3(b) above);
 - 26.2.1(b) all work on his/her day(s) off;

- 26.2.1(c) all work in excess of a total of 10 hours in any one day, (unless the total number of ordinary hours worked on any one day has been increased to 12 hours by mutual agreement with the Employee); or
- 26.2.1(d) all work in excess of an average of 38 hours per week averaged over a 2-week cycle of the roster.
- 26.2.2 A part-time Employee shall be paid overtime (or receive time off in lieu) for:
 - 26.2.2(a) all work in excess of a total of 10 hours in any one day, (unless the total number of ordinary hours worked on any one day has been increased to 12 hours by mutual agreement with the Employee); or
 - 26.2.2(b) all work in excess of 76 hours in a 2-week work cycle;
 - 26.2.2(c) all work carried out on a day the part-time Employee is not normally rostered unless the Employee has agreed to work that day.
- 26.2.3 Any hours worked under clause 24.4 will not be regarded as overtime.

26.2.4 The rate of overtime

- 26.2.4(a) for all Employees, excepting those engaged in positions within the Camping and Accommodation Staff Grades Classifications, shall be time and a half for the first 2 hours and double time thereafter.
- 26.2.4(b) for Employees engaged in positions within the Camping and Accommodation Staff Grades Classifications, shall be:
 - 26.2.4(b)(i) time and a half for the first 2 hours and double time thereafter, for any such overtime worked between Monday to Friday inclusive;
 - 26.2.4(b)(ii) time and three-quarters for the first 3 hours and double time thereafter, for any such overtime worked between midnight Friday and midnight Saturday;
 - 26.2.4(b)(iii) double time for any such overtime worked between midnight Saturday and midnight Sunday;

26.3 Overtime Approved in Advance

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

26.4 Time Off in Lieu of Overtime

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

27 MEAL BREAKS AND REST PERIODS

- 27.1 An Employee will be allowed an unpaid meal break of not less than 30 minutes and not more than 1 hour each day as mutually agreed. Subject to the provisions of this clause, no Employee will be required to work more than 5 hours without a break for a meal.
- Workplace operational requirements may result in the need to delay a break, in which case the break will be taken at a mutually agreed time.
- 27.3 If an Employee is interrupted during his or her normal meal break and directed to work, the Employee will be entitled to take a further 30 minute meal break during his or her working hours without deduction of pay.

- 27.4 If an Employee is required by the YMCA Manager to remain at the YMCA Workplace or work through a meal break, the meal break will be paid at the Employee's normal rate of pay.
- 27.5 No Employee shall be required to work longer than 3 hours without a 10 minute paid rest period.
- 27.6 Employees who work 7 hours or more in a day or shift will be entitled to two paid 10 minute rest periods in addition to the unpaid meal break.
- 27.7 An Employee working for more than 3 hours in workplaces where the temperature is over 36 degrees Celsius shall be entitled to a 20 minute rest period after each 3 hours worked, without deduction of pay.

28 STANDBY, EMERGENCY WORK AND DISRUPTION

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

28.3 Non-Residential Situations

28.3.1 **Standby**

- 28.3.1(a) An Employee, who is on standby for non residential situations, is not rostered to work but has been required by the Employer to be readily available to perform emergency work if required.
- 28.3.1(b) The Employee must be easily contactable and able and suitable to attend work within a 30 minute period (for example: the Employee must maintain a zero alcohol level).
- 28.3.1(c) Each Employee on standby for non-residential situations shall be paid an allowance equivalent to \$4.50 for each hour during which the Employee is required to standby.
- 28.3.1(d) Any arrangement to spend time on standby must be pre-approved by the YMCA Manager.

28.3.2 Emergency Work

- 28.3.2(a) Employees on standby may be required to perform emergency work which does not require the Employee to attend the YMCA Workplace, as the work can be completed from home or while not at the YMCA Workplace.
- 28.3.2(b) Emergency work performed from home or otherwise not at the YMCA Workplace shall be paid at time and a half of the base hourly rate, from the time the work commences until the time the work is completed.
- 28.3.2(c) If an Employee is required to attend his or her workplace to perform emergency work, all work performed by the Employee shall be paid at the rate of time and a half of the base rate of pay, from the time the work commences until the time the work is completed. The Employee will receive a minimum of 2 hours payment at time and a half of the base rate of pay.
- 28.3.2(d) This base rate of pay is exclusive of any casual loadings, or shift penalty loadings for work performed outside the span of ordinary hours, and these will not be included in the rate to be received by the Employee when performing emergency work.
- 28.3.2(e) The Employee must provide to the Employer for approval, an accurate record of all time spent on emergency work whether at the YMCA Workplace or otherwise, before the Employee is entitled to payment for such emergency work.
- 28.3.2(f) The Employer reserves the right to refuse entry to the work site and/or require the Employee to cease emergency work if the Employee is deemed not suitable to attend for work. The entitlement to any payment shall be withdrawn.
- 28.3.2(g) An Employee may elect, as an alternative to receiving payment for emergency work as outlined within this subclause, to take time off in lieu of payment for the period of time performing emergency work (that is hour off for hour worked), at a time or times agreed with the Employer.

28.4 Residential Situations

28.4.1 **Standby**

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

28.4.2 **Emergency Work**

- 28.4.2(a) Emergency work performed by the Employee during the standby period shall be paid at time and a half of the base hourly rate, from the time the work commences until the time the work is completed.
- 28.4.2(b) This base rate of pay is exclusive of any casual loadings, or shift penalty loadings for work performed outside the span of ordinary hours, and these will not be included in the rate to be received by the Employee when performing emergency work.
- 28.4.2(c) The payment referred to above shall not extend beyond the period of the overnight stay for standby.
- 28.4.2(d) The Employee must provide to the Employer for approval, an accurate record of all time spent on emergency work whether at the YMCA Workplace or otherwise, before the Employee is entitled to payment for such emergency work.

- 28.4.2(e) The Employer reserves the right to remove the Employee from the work site and/or require the Employee to cease emergency work if the Employee is deemed not suitable to attend for work. The entitlement to any payment shall be withdrawn.
- 28.4.2(f) An Employee may elect, as an alternative to receiving payment for emergency work as outlined within this subclause, to take time off in lieu of payment for the period of time performing emergency work (that is hour off for hour worked), at a time or times agreed with the Employer.

28.5 Disruption

- 28.5.1 If an Employee has not been requested to be on standby but is disrupted outside of his/her normal hours of work (or his/her current rostered hours) in accordance with the provisions of this clause, the Employee shall be entitled to a disruption allowance.
- 28.5.2 A "disruption" shall be defined as where an Employee is contacted in relation to a work matter by phone or in person (if living on the Employer premises) for a period which lasts in excess of 15 minutes, or is required to perform work which lasts in excess of 15 minutes.
- 28.5.3 An Employee, who is disrupted in accordance with the provisions of this clause and performs emergency work, shall be paid in accordance with the Emergency Work for Non-Residual Situations subclause of this Agreement.

ALLOWANCES

29 HIGHER DUTIES ALLOWANCE

29.1 Higher Duties

- 29.1.1 An Employee who is required by the Employer to perform the duties of another Employee at a higher classification for 2 or more consecutive working days or shifts shall be paid a higher duties allowance for the period for which duties are assumed.
- 29.1.2 A request to perform higher duties must be provided in writing and authorised by the YMCA Manager prior to the commencement of any such work wherever possible, stating the work to be performed, the expected duration and the appropriate higher duties allowance.
- 29.1.3 The amount of the higher duties allowance shall be determined by the relevant supervisor, and approved by the YMCA Manager.
- 29.1.4 This clause shall not apply if the Employee is undertaking such higher-level work for training or professional development purposes only.

29.2 Mixed Functions

29.2.1 The nature of the industry is such that Employees may be rostered by an Employer to work at different classification levels, whether or not this occurs during the same rostered period of duty. In such a case, the Employee will be paid at the relevant rate for the classification level at which he/she is rostered, for the period of time for which he/she is rostered to perform such duties.

30 MEAL ALLOWANCE

30.1 An Employee who is required to work 9.5 hours or more in a single shift will be offered an adequate meal by the Employer. If the Employer does not provide the Employee with such meal, the Employee will be paid a meal allowance of \$15.00.

31 TRAVEL ALLOWANCE

31.1 Payment of Travel Time

31.1.1 The Employer will not unreasonably request an Employee to commence and/or cease work at a location or YMCA Workplace, which is not his or her usual place/s of duty.

- 31.1.2 Where a full-time or part-time Employee is instructed to commence work and/or to cease work at a location or YMCA Workplace which is not his or her usual place/s of duty, then the Employee will be paid at his/her base rate of pay for the time spent in travelling between home and the new location, to the extent that the time exceeds the time he/she usually spends in getting to work and returning home.
- 31.1.3 Where a full-time or part-time Employee is required to commence and/or cease work at a location or YMCA Workplace which is not his or her usual place/s of duty due to participation in a non-mandatory training session, the Employer may offer the Employee payment at his/her base rate of pay for the time spent travelling between home and the new location, to the extent that the time exceeds the time he/she usually spends in getting to work and returning home.
- 31.1.4 Where an Employee is required by the Employer to travel from one workplace to another, all reasonable time taken by the Employee will be paid at his/her base rate of pay.

31.2 Payment of Motor Vehicle Allowance & Travel Allowance

- 31.2.1 An Employee may be required to use his or her own personal motor vehicle for travel for work purposes. This travel includes:
 - 31.2.1(a) travel between YMCA Workplaces, and
 - 31.2.1(b) travel between locations in the course of his/her employment; and
 - 31.2.1(c) for full-time or part-time Employees, the additional distance travelled by an Employee between home and to commence/ and or to cease work at a place of duty which is not the Employee's usual place of duty, when compared to the distance travelled by an Employee between home and their usual place of duty.
- 31.2.2 With pre-approval by the YMCA Manager, an Employee who uses his or her own personal motor vehicle for such travel for work purposes will be paid an allowance per kilometre travelled for single trip distances up to 50 kilometres.
- 31.2.3 The allowance per kilometre shall be in accordance with the Annual Australian Taxation Office (ATO) ruling as at 1 July each year.
- 31.2.4 For single trip distances over 50 kilometres, the YMCA Manager will determine a travel allowance payment to the Employee from the following options:
 - 31.2.4(a) an allowance per kilometre for the first 50 kilometres in accordance with the published ATO rates, with an allowance for the remainder of the kilometres at 50% of the published ATO rates; or
 - 31.2.4(b) an alternative rate determined by the YMCA Manager and as mutually agreed.

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

31.3 Employee Obligations

- 31.3.1 If the Employee is required to drive a motor vehicle in the course of his/her employment with the Employer, he/she shall at all times maintain a current valid driver's licence.
- 31.3.2 The Employee is responsible for taking out and maintaining adequate insurance in relation to the use and operation of his/her motor vehicle.
- 31.3.3 The Employee is also responsible for any other costs and expenses incurred in relation to the use of his/her motor vehicle.
- 31.3.4 The Employee must at all times during the course of his/her employment drive his/her motor vehicle in accordance with all relevant legislation and regulations.
- 31.3.5 In the event of an accident where the Employee is deemed "not responsible" while using a personal vehicle for approved work purposes, an Employee will be entitled to seek an amount equivalent to the Employee's personal vehicle insurance excess from the employer. The accident must be reported and recorded by the Police and a claim accepted by the Employee's personal vehicle insurance provider. Supporting evidence may be required by the Employer.

31A CHILDREN'S SERVICES ALLOWANCE

Children's Services staff working in Before School Care programs and After School Care programs will be paid an additional 2.13% loading for all hours worked on that program. The 2.13% loading payable under this clause 31A will be calculated on the relevant Employee's base rate of pay plus any casual loading payable to the relevant Employee.

LEAVE AND PUBLIC HOLIDAYS

32 ANNUAL LEAVE AND LEAVE LOADING

32.1 Amount of Annual Leave

- 32.1.1 Full-time Employees will be entitled to 152 hours annual leave for each 12-month period of continuous service with the Employer.
- 32.1.2 Part-time Employees will be entitled to annual leave for each 12 month period of continuous service with the Employer at the same accrual rate as full-time Employees but on a pro rata basis according to time actually worked, and capped at 152 per annum.
- 32.1.3 Temporary Employees will be entitled to annual leave at the end of the fixed period of employment with the Employer at the same accrual rate as full-time Employees but on a pro rata basis according to time actually worked and the duration of the fixed period of employment, and capped at 152 hours per annum. If a temporary Employee becomes a permanent full-time or part-time Employee, the annual leave entitlement may be accrued and taken at a later date.

32.2 Taking of Accrued Annual Leave

- 32.2.1 Applications requesting periods of annual leave shall be made by the Employee in writing on the appropriate form giving at least 14 days notice, where possible.
- 32.2.2 The application for annual leave will be considered by the Employer where the appropriate notice is provided, with such annual leave being taken at times agreed between the Employer and the Employee, recognising that annual leave will not normally be given during seasonal work periods, and that during school holiday periods, annual leave may be prioritized for Employees with school age children.
- 32.2.3 When more than 8 weeks annual leave entitlement has been accrued, the Employer may direct the Employee take up to ½ of the amount of annual leave which is credited to the Employee at the time direction is given, as soon as possible.
- 32.2.4 For school term-based Employees, annual leave shall be taken during the period in which the relevant program is not being conducted, except in exceptional circumstances.

32.3 Payment for Annual Leave and Leave Loading

32.3.1 While the Employee is on leave, the Employer will continue to pay the Employee in the regular pay period or where mutually agreed between the Employee and the Employer, payment may be made in advance of the leave being taken.

- 32.3.2 For each period of annual leave taken, the Employee shall be paid for the number of hours at the base rate of pay.
- 32.3.3 Except on termination of employment, payment in lieu of annual leave will not be made by the Employer.

32.4 Payment for Annual Leave Loading

- 32.4.1 For each period of annual leave taken, the Employee will be paid an additional amount being the greater of:
 - 32.4.1(a) leave loading of 17.5%; or
 - 32.4.1(b) the relevant shift allowances or penalties for working outside the span of ordinary hours that would have otherwise been received by the Employee, if they had worked instead of taking annual leave.
- On termination of employment, any hours of annual leave which the Employee has accrued but not taken, including accrued pro rata annual leave with respect to periods of continuous service less than twelve months, shall be paid to the Employee at the base rate of pay, with an additional leave loading of 17.5% for each hour accrued.
- 32.4.3 The entitlement to receive payment for leave loading or the greater of the relevant shift allowances or penalties as described in clause 32.4.1 shall not apply to annual leave entitlements that were accrued prior to the 4th April 2006, being the commencement date of the YMCA Staff Certified Agreement 2005.

32.5 Annual Leave Exclusive of Public Holidays

- 32.5.1 For a full-time Employee, when a public holiday as set out in this Agreement falls within a period of annual leave, an additional day will be credited to the full-time Employee's annual leave balance.
- For a part-time Employee, when a public holiday falls within a period of annual leave and is observed on a day which the part-time Employee would have ordinarily worked, additional time equivalent to the ordinary working time that would have been worked if such day had not been a holiday, will be credited to the part-time Employee's annual leave balance.

32.6 Temporary Closing to Allow Annual Leave

- Where an Employer intends to temporarily close (or reduce to a nucleus) the YMCA Workplace or a section of it for the purpose, amongst others, of allowing annual leave to the Employees concerned or a majority of them, an Employer shall give to the Employees concerned at least 1 month's notice in writing.
- 32.6.2 Provided that where an Employee has insufficient accrued annual leave, the Employee shall be given the option of:

- 32.6.2(a) taking leave without pay; or
- 32.6.2(b) at the Employer's sole discretion:
 - 32.6.2(b)(i) taking annual leave in advance, or if possible or available:
 - 32.6.2(b)(ii) working during the period of close-down.
- 32.6.3 For the purposes of this subclause, where a public holiday as outlined within this Agreement falls within a period of unpaid leave caused by temporary closure and the Employee would have otherwise been paid for such public holiday, then the Employee will be entitled to payment.

33 FRACTIONAL EMPLOYMENT CYCLE

- 33.1 A full-time Employee (other than an Employee working under the Accrued Day Off System) may apply to the YMCA Manager to work a 48, 49, 50 or 51 week employment cycle in lieu of a 52-week employment cycle. The Employee will therefore take an additional 1 to 4 week's leave ("fractional leave") per year and to receive 48 to 51 weeks' pay (as appropriate) in lieu of 52 weeks' pay ("the fractional employment cycle").
- 33.2 Based on the needs of the work unit, the YMCA Manager may approve or not approve the request. If the YMCA Manager approves the request, the fractional employment cycle will commence at a mutually agreed time, and in accordance with the following requirements:
 - The Employee will become a fractional Employee at the appropriate fraction of the Employee's normal full-time equivalent, and will accordingly accrue all employment benefits at the fractional rate. All benefits that the Employee has previously accrued on a full-time basis will be retained.
 - The Employee will be required to take the fractional leave within the relevant 52 week cycle, although it is not necessary that this fractional leave be taken in a single block. Fractional leave will not accrue beyond each 52-week cycle.
 - The Employee shall apply to take fractional leave well in advance and as early as possible to provide for the adequate re-allocation of his/her duties. Fractional leave will not be approved if the re-allocation of duties would create an unreasonable workload for other Employees.
 - 33.2.4 Subject to the requirements of the relevant superannuation scheme, the Employee may choose to maintain the Employer and any Employee contributions on a full-time employment basis, however the Employer shall only be obliged to cover the cost of the Employer contributions at the fractional rate.
 - The fractional employment cycle is to be reviewed annually. Towards the end of the 52-week cycle, the Employee will be provided with the choice of reverting to full-time status or of continuing on the fractional employment cycle. If the Employee decides to revert to full-time status, any fractional leave

he/she has accrued must be taken before converting back to full time status and within the current 52-week period.

34 PERSONAL LEAVE

34.1 General

- 34.1.1 Full-time and part-time Employees are entitled to personal/carer's leave when they are absent from work in the following circumstances:
 - 34.1.1(a) Due to personal illness or injury (sick leave);
 - 34.1.1(b) To provide care and support for a member of their immediate family, or a member of their household, who requires care and support because of:
 - 34.1.1(b)(i) A personal illness, or injury of the member; or 34.1.1(b)(ii) An unexpected emergency affecting the member;

(paid or unpaid carer's leave).

- 34.1.1(c) An Employee will be entitled to accrue an amount of paid personal/carer's leave for each completed week period of continuous service with the Employer, of 1/26th of the number of nominal hours worked by the Employee for the Employer during that period to a maximum of 38 hours per week (i.e. 10 days per annum for a full-time Employee).
- 34.1.1(d) Personal/Carer's Leave accrues on a pro rata basis and is credited monthly.
- 34.1.1(e) While on paid personal/carer's leave, the Employer must pay the Employee no less than his/her base rate of pay.
- 34.1.1(f) Paid personal/carer's leave is cumulative
- 34.1.1(g) Upon the termination of employment for any reason, all unused personal leave entitlements will be extinguished and no payment will be made in lieu thereof.

34.1.2 Immediate Family or Household

- 34.1.2(a) The entitlement to carer's or compassionate leave is subject to the person in respect of whom the leave is taken being either:
 - 34.1.2(a)(i) a member of the Employee's immediate family; or
 - 34.1.2(a)(ii) a member of the Employee's household.

34.2 Sick Leave

34.2.1 **General**

34.2.1(a) An Employee may take all of his or her accrued personal / carer's leave as sick leave.

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

34.2.2 Notification and Evidence Required

- 34.2.2(a) The Employee's entitlement to sick leave is conditional on the Employee notifying the Employer as soon as reasonably practicable of any illness or injury that will cause the Employee to be absent from work, unless the Employee cannot comply due to circumstances beyond his/her control. The Employee is requested to provide this notice at least 30 minutes prior to his/her absence.
- 34.2.2(b) The Employee must advise the Employer of his/her inability to attend for work because of his/her personal illness or injury. The Employee is also requested to indicate the estimated duration of his/her absence.
- 34.2.2(c) An Employee will be entitled to a maximum of 3 paid single sick day absences per annum without being required to produce or forward a medical certificate from a registered health practitioner.
- 34.2.2(d) For absences other than the 3 single sick day absences per annum referred to above, and in the following circumstances, in order to be entitled to sick leave during a period, the Employer will require the Employee to provide adequate proof of illness in respect of a period of sick leave as soon as reasonably practicable, by the production of a medical certificate from a registered health practitioner or, if it is not reasonably practicable for the Employee to give the Employer a medical certificate, a statutory declaration made by the Employee, in either case stating that the Employee was or will be unfit for work during the period because of a personal illness or injury (unless the Employee could not comply with this requirement due to circumstances beyond his/her control):
 - 34.2.2(d)(i) absences of 2 or more consecutive days; or
 - 34.2.2(d)(ii) absences on the working day immediately prior to and/or following a public holiday; or
 - 34.2.2(d)(iii) where the Employee is subject to a disciplinary process.
- 34.2.2(e) In all other circumstances, the Employer may require the Employee to produce or forward a medical certificate from a registered health practitioner or, if it is not reasonably practicable for the Employee to give the Employer a medical certificate then a statutory declaration made by the Employee, in either case stating that the Employee

was or will be unfit for work during the period because of a personal illness or injury.

34.2.3The Employee shall not be entitled to take sick leave during any period in which he/she is absent from work because of a personal illness or injury for which he/she is receiving compensation pursuant to the Workplace Injury, Rehabilitation and Compensation Act 2013 (Vic) or any other relevant workers' compensation legislation, except where this is inconsistent with a provision of a law of the Commonwealth, State or Territory.

34.3 Carer's Leave

34.3.1 Paid Carer's Leave

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

34.3.1(a)(i) use any paid personal/carer's leave entitlements; or

34.3.1(a)(ii) with the consent of the Employer:

- use leave without pay;
- use annual leave entitlements; or
- work "make-up time" as defined within this Agreement.
- 34.3.1(b) Additional paid days of carer's leave may be authorised by the YMCA Manager in circumstances a member of an Employees immediate family or household is diagnosed with a serious illness and requires their care and support.

34.3.2 **Notification and Evidence Required**

- 34.3.2(a) To be entitled to carer's leave during a period, the Employee shall, as soon as reasonably practical, give the Employer notice of his/her inability to attend for duty, unless the Employee cannot comply due to circumstances beyond his/her control.
 - 34.3.2(a)(i) The notice must be to the effect that the Employee requires leave to provide care and support to a member of his/her immediate family or a member of his/her household who has a personal illness or injury or who has been affected by an unexpected emergency. The Employee is also requested to indicate the expected length of the absence.

- 34.3.2(b) If required by the Employer, and unless the Employee could not comply due to circumstances beyond his/her control, the Employee must provide:
 - 34.3.2(b)(i) If the care or support is required because of a personal illness, or injury, of the member a medical certificate from a registered health practitioner, or a statutory declaration made by the Employee;
 - 34.3.2(b)(ii) If the care or support is required because of an unexpected emergency affecting the member a statutory declaration made by the Employee.
- 34.3.2(c) If the relevant document is a medical certificate, it must include a statement to the effect that, in the opinion of the registered health practitioner, the member had, has or will have a personal illness or injury during the period.
- 34.3.2(d) If the relevant documentation is a statutory declaration, it must include a statement to the effect that the Employee requires or required leave during the period to provide care or support to the member because the member requires or required care or support during the period because of a personal illness, or injury, of the member or an unexpected emergency affecting the member.

34.3.3 Unpaid Carers Leave

- 34.3.3(a) Employees, including casual Employees, will also be entitled to a period of up to two (2) days' unpaid carer's leave for each occasion when a member of their immediate family or household requires care or support during such a period because of a personal illness or injury of a member or an unexpected emergency affecting the member.
- 34.3.3(b) The same notification and documentation requirements as apply to paid carer's leave above will apply to unpaid carer's leave.
- 34.3.3(c) An Employee will be entitled to unpaid carer's leave only if the Employee cannot take any paid personal/carer's leave or any other authorised leave of the same type as personal/carer's leave during the period.

34.4 Compassionate Leave

34.4.1 The Employer allows up to three (3) days' paid compassionate leave on each occasion when a member of an Employee's immediate family or household:

- 34.4.1(a) contracts or develops a personal illness that poses a serious threat to his/her life; or
- 34.4.1(b) sustains a personal injury that poses a serious threat to his/her life; or
- 34.4.1(c) dies
- 34.4.2 The three (3) days need not be consecutive
- 34.4.3 Upon the death of an extended family member or friend, the Employer may approve compassionate leave up to the equivalent of one (1) ordinary days' work, on each occasion.
- 34.4.4 Additional paid days of compassionate leave, or leave without pay, may be authorised by the YMCA Manager for other pressing circumstances surrounding bereavement.

34.5 Notification and Evidence Required

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

35 LONG SERVICE LEAVE

- 35.1 Except where otherwise stated within this clause, Employees will be entitled to long service leave in accordance with the provisions of the relevant long service leave legislation, excluding sections 87, 90 and 93 of the *Long Service Leave Act* 1992 (*Victoria*).
- 35.2 An Employee who completes 7 years of continuous service with the Employer will be entitled to pro rata long service leave based on the accrual rate in the relevant long service legislation.
- 35.3 An Employee who completes 10 years of continuous service with the Employer will be entitled to long service leave of 10 weeks.
- Upon the completion of a subsequent 5 years of continuous service (i.e. a total service of 15 years) with the Employer, an Employee will be entitled to an additional 4 weeks paid long service leave, or pro-rata based on this same accrual rate if employment ceases prior to 15 years of service.
- 35.5 Upon the completion of each subsequent 5 years of continuous service (i.e. 20 years and above) with the Employer, an Employee will be entitled to an additional 4 and 1/3rd weeks paid long service leave, or pro-rata based on this same accrual rate if employment ceases after 10 years of continuous service.

- An Employee who remains in the employment of the Employer must take his or her long service leave within 18 months of its accrual, unless otherwise mutually agreed.
- Long service leave is portable from any YMCA Employer in the state of Victoria, providing that the service with the YMCA is continuous by the Employee moving directly from employment with one Victorian YMCA Employer to another Victorian YMCA Employer.
- For the purpose of this clause "continuous service" with the YMCA means the same as set out in the relevant long service leave legislation.

36 DONOR LEAVE

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

37 PARENTAL LEAVE

37.1 General

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

37.2 Primary Carer's Leave

- 37.2.1 Primary Carer's Leave is for the mother or the primary care-giver of the child.
- 37.2.2 After 12 months continuous service, full-time and part-time Employees are entitled to 10 weeks paid primary carer's leave and 42 weeks unpaid primary carer's leave.
- 37.2.3 to a total of 52 weeks not exceeding the child's first birthday.

37.2.4 After 12 months continuous service, eligible casual Employees are entitled to 52 weeks unpaid primary carer's leave not exceeding the child's first birthday.

37.3 Secondary Carer's Leave

- 37.3.1 Secondary Carer's Leave is for the father or the secondary care-giver of a child.
- 37.3.2 After 12 months continuous service, full-time and part-time Employees are entitled to 2 weeks paid secondary carer's leave and 50 weeks unpaid secondary carer's leave to a total of 52 weeks not exceeding the child's first birthday.
- 37.3.3 After 12 months continuous service, eligible casual Employees are entitled to 52 weeks unpaid secondary carer's leave not exceeding the child's first birthday.

37.4 Adoption Leave

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

37.5 Conversion from Secondary Carer's Leave

- 37.5.1 An employee who is eligible for Secondary Carer's Leave may convert to Primary Carer's Leave in circumstances, such as but not limited to, the serious illness or death of the mother, where they become the primary care-giver of the same child.
- 37.5.2 Employees who have already commenced Secondary Carer's Leave may convert to Primary Carer's Leave as appropriate at the point they become the primary care-giver of the same child. In this case the employee is entitled to the full amount of the Primary Carer's Leave entitlement minus any time already taken as the secondary care-giver.
- 37.5.3 In a conversion as described above, entitlements to Primary Carer's Leave only apply whilst the employee remains the primary care-giver for the child concerned.

37.6 Parental Leave at Half Pay

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

37.7 Right to Request

- 37.7.1 An Employee entitled to parental leave pursuant to the provisions of this clause may request the Employer to allow the Employee:
 - 37.7.1(a) to extend the period of unpaid parental leave by a further continuous period of leave not exceeding 12 months;
 - 37.7.1(b) to return from a period of parental leave on a part-time basis until the child reaches school age, to assist the Employee in reconciling work and parental responsibilities.
- 37.7.2 The Employer shall consider the request having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

38 LEAVE WITHOUT PAY

- 38.1 Employees may request leave without pay for special circumstances such as but not limited to professional development or additional studies.
- The YMCA Manager may approve such leave without pay, after considering the effect on the workplace and the Employer's business.
- 38.3 Superannuation, annual leave and sick leave benefits, and public holiday entitlements will not accrue whilst leave without pay is being taken.

39 COMMUNITY SERVICES LEAVE

39.1 Jury Service

39.1.1 An Employee required to attend for Jury Service during his/her ordinary working hours will be reimbursed by the Employer an amount equal to the difference between the amount paid in respect of his/her attendance for such Jury Service and the amount of wages he/she would have received in respect of ordinary time he/she would have worked had he/she not been on Jury Service to a maximum of 10 days.

- 39.1.2 An Employee will notify his/her Employer as soon as possible of the date upon which he/she is required to attend for Jury Service.
- 39.1.3 An Employee will give his/her Employer proof of attendance, the duration of such attendance and the amount received in respect of such Jury Service.

39.2 Emergency Services Leave

- 39.2.1 Employees who are registered members of a volunteer organisation who wish to respond to a declared emergency situation may be released from their normal duties without loss of pay to participate in fire-fighting, flood relief or other emergency activity provided that:
 - 39.2.1(a) release for volunteer activity does not inconvenience the operations of the YMCA Workplace; and
 - 39.2.1(b) an Employee provides his/her Employer proof of his/her attendance and the duration of such attendance

40 PUBLIC HOLIDAYS

40.1 General

- 40.1.1 Employees other than casual Employees shall be entitled to the following holidays without deduction of pay:
 - New Year's Day;
 - Australia Day;
 - Labour Day:
 - Good Friday;
 - Easter Saturday:
 - Easter Monday:
 - Anzac Day:
 - Queen's Birthday:
 - Melbourne Cup Day (or alternative local Cup Day);
 - Christmas Day:
 - Boxing Day.
- 40.1.2 For a public holiday falling on a day which a part-time Employee would normally have been required to work, such Employee shall be entitled to a holiday, and shall be paid at the base hourly rate and for the number of hours he or she would have normally worked.

40.2 Public Holidays falling on Saturdays and Sundays

- When Christmas Day is a Saturday or Sunday, a holiday in lieu thereof will be observed on 27 December.
- When Boxing Day is a Saturday or Sunday, a holiday in lieu thereof will be observed on 28 December.

- When New Year's Day or Australia Day is a Saturday or Sunday, a holiday in lieu thereof will be observed on the next Monday.
- 40.2.4 Anzac Day is to be observed on 25 April and is not substituted for another day if it falls on Saturday or Sunday.

40.3 Substitute Days by Agreement

- 40.3.1 The Employer and a majority of affected Employees at a workplace may agree to substitute another day for:
 - 40.3.1(a) the Easter Monday public holiday; and
 - 40.3.1(b) any public holiday prescribed in the Public Holidays falling on Saturdays and Sundays clause of this Agreement.
- 40.3.2 An agreement pursuant to this sub-clause shall be recorded in writing and available to every affected Employee.

40.4 Work on a Public Holiday

40.5

- 40.5.1 An Employer may request an Employee to work on a public holiday. The Employee may refuse the request if he or she has reasonable grounds for doing so, as set out in the Act.
- Where work is required to be performed on a public holiday, Employees, other than those engaged in positions within the Sessional Staff Grades Classifications and Casual Employees engaged within the Camping and Accommodation Staff Grades Classifications will be paid the rate of double time and a half the base rate of pay for the work performed.
- 40.5.3 Employees engaged in positions within the Sessional Staff Grades Classifications who perform work on a public holiday will receive the greater hourly rate of: of \$58.03 per hour or their base rate of pay plus any casual loading if applicable.
 - 40.5.3(a) \$58.03; or
 - 40.5.3(b) their base rate of pay, plus any casual loading if applicable.
- Where work is required to be performed on a public holiday, Casual Employees engaged in positions within the Camping and Accommodation Staff Grades Classifications will be paid the rate of double time and three quarters the base rate of pay for the work performed.

40.6 Rostered Day Off or Accrued Day Off Coinciding with a Public Holiday

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

- 40.6.2 A part-time Employee shall not be paid or be entitled to a day in lieu, for any public holiday which falls on a day which he or she would not otherwise have worked.
- 40.6.3 An Employer must not alter a part-time Employee's roster so as to avoid any of the provisions of this clause.

41 RELIGIOUS AND CULTURAL LEAVE

- 41.1 The YMCA values the culturally diverse nature of its Employees and is aware of differing needs of staff members in regard to their religious, cultural and ceremonial beliefs and obligations.
- 41.2 To assist full time and part time Employees to observe cultural or religious days of significance YMCA Managers may allow the Employee to:
 - 41.2.1 Take Annual Leave
 - 41.2.2 Take Leave Without Pay
 - 41.2.3 Substitute any public holiday prescribed in clause 38 for a cultural or religious day of significance to the Employee
- To assist casual Employees to observe cultural or religious days of significance YMCA Managers may allow the Employee to take leave without pay.
- The Employer may require the Employee to provide satisfactory evidence of the Employee's religious, cultural or ceremonial obligations.

42 FAMILY VIOLENCE LEAVE

42.1 The YMCA recognises that an Employee may be a victim of Family Violence. Employees may also be the primary caregiver to someone in their Immediate Family experiencing Family Violence. Family Violence may affect an Employee's attendance or performance at work. The YMCA is committed, where reasonably practicable, to providing support to Employees that are impacted by Family Violence as set out in this clause.

Examples of the support that will be considered by the YMCA include:

- o changes to an Employee's span of hours or pattern or hours and/or shift patterns;
- o job redesign or changes to duties;
- relocation to suitable employment within the workplace;
- changes telephone numbers or email addresses to avoid harassing contact;
- o any other appropriate measures including those available under existing provisions for family friendly and flexible work arrangements.
- 42.2 An employee who is a victim of Family Violence will have access to paid Family Violence leave for a period of up to twenty (20) working days per calendar year over and above his/her personal leave entitlement for medical appointments, legal proceedings and other

- activities related to Family Violence. In extenuating circumstances the CEO may approve additional Family Violence leave under the guidance of the HR department.
- 42.3 An Employee who is the primary caregiver for a member of their Immediate Family experiencing Family Violence will have access to their existing carers leave entitlements.
- To access the entitlements in this clause, the YMCA may, at its discretion, request that the Employee provide to the YMCA relevant supporting evidence that Family Violence is currently occurring, or has occurred, and appropriate evidence must be presented by the Employee in the form of a document from the police, a court, a family violence counsellor or a lawyer, if the Employee wishes to access the benefits in this clause.
- 42.5 No detailed personal information concerning the reasons for applying for Family Violence Leave will be placed on an Employee's file without their consent. All such information will be kept confidential by the YMCA in accordance with YMCA policies and relevant Legislation.
- The provision of flexible work arrangements will be considered as outlined under Clause 9

 -Workplace Flexibility Arrangements.

43. VOLUNTEER LEAVE

- 43.1 The YMCA values volunteering. To encourage and allow full-time and part-time employees to participate in volunteering activities, YMCA Managers may, at the Employer's discretion, allow full-time and part-time Employees to take an optional one (1) day paid volunteer leave per calendar year, for the purposes of volunteering for benevolent programs (i.e. programs designed for the relief of poverty or distress (such as sickness, disability, destitution, suffering, misfortune or helplessness)).
- 43.2 Applications requesting paid volunteer leave shall be made by the Employee in writing on the appropriate form giving at least 14 days' notice where possible.
- 43.3 The application for paid volunteer leave will be considered by the YMCA Manager where notice has been provided and taking into consideration matters including the impact on the workplace and the Employers's business. Applications for volunteer leave will be approved at the discretion of the Employer.

TERMINATION OF EMPLOYMENT AND REDUNDANCY

44. TERMINATION OF EMPLOYMENT

44.1 Notice of Termination by Employer

44.1.1 In order to terminate the employment of a full-time or part-time Employee, the Employer will give the Employee the following notice:

Period of Continuous Service	Period of Notice
1 Year or Less	1 Week
Over 1 Year and up to the Completion of 3 Years	2 Weeks
Over 3 Years and up to the Completion of 5 Years	3 Weeks
Over 5 Years of Completed Service	4 Weeks

- In addition to the notice stipulated in this clause, Employees over 45 years of age at the time of giving notice, with not less than 2 years continuous service, shall be entitled to an additional 1 week's notice.
- 44.1.3 Payment in lieu of the prescribed notice will be made if the appropriate notice period is not required to be worked. Provided that employment may be terminated by the Employee working part of the required period of notice and by the Employer making payment for the remainder of the period of notice.
- 44.1.4 The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the Employee's employment had continued until the end of the required period of notice, the Employer would have become liable to pay to the Employee because of the employment continuing during that period. That total must be calculated on the basis of:
 - 44.1.4 (a) the Employee's ordinary hours of work (even if not standard hours); and
 - the amounts ordinarily payable to the Employee in respect of those hours, including (for example) allowances, loading and penalties; and
 - 44.1.4(c) any other amounts payable under the Employee's contract of employment.
- 44.1.5 The period of notice in this clause does not apply:
 - 44.1.5.1 in the case of dismissal for serious misconduct (termination without notice) as outlined within this clause:
 - 44.1.5.2 to apprentices;

- 44.1.5.3 to temporary Employees;
- 44.1.5.4 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;
- 44.1.5.5 to casual Employees.

44.2 Termination Without Notice

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

44.3 Notice of Termination by an Employee

- 44.3.1 The notice of termination required to be given by an Employee is the same as that required of an Employer, save and except that there is no requirement on the Employee to give additional notice based on the age of the Employee concerned.
- 44.3.2 If an Employee fails to give notice the Employer will have the right to withhold monies due to the Employee with a maximum amount equal to the amount the Employee would have received if they had worked during the period of notice.

44.4 Job Search Entitlement

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

44.5 Statement of Employment

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

44.6 Accrued Time

- 44.6.1 The following will be respectively added to, or deducted from the final payment to an Employee on termination:
 - 44.6.1.1 any accrued time owing to an Employee;

- 44.6.1.2 time off granted in advance but not off-set by time worked;
- 44.6.1.3 paid annual, sick and long service leave taken in excess of accrued entitlements.

44.7 Transmission of Business

44.7.1 Where a business is transmitted from one Employer to another, as set out in the Redundancy clause within this Agreement, the period of continuous service that the Employee had with the transmittor or any prior transmittor is deemed to be service with the transmittee and taken into account when calculating notice of termination. However, an Employee shall not be entitled to notice of termination or payment in lieu of notice for any period of continuous service in respect of which notice has already been given or paid for.

45 REDUNDANCY

45.1 Definitions

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

45.2 Redeployment and Alternative Employment

- Where jobs remain in excess to organisational requirements, the overriding aim of the Employer wherever practicable, will be to redeploy Employees and find alternative employment for Employees within a reasonable distance from their home, using opportunities arising as a result of normal Employee turnover and attrition, and controlling external appointments.
- 45.2.2 No severance pay shall be made by the Employer to the Employee in circumstances where the Employer obtains acceptable alternative employment for the Employee, whether or not the Employee accepts such alternative employment, or where an Employee is offered acceptable alternative employment with another YMCA employer. However, where the Employer has exhausted all reasonable redeployment and alternative employment options, or the Employee has not been offered acceptable alternative employment with another YMCA employer, redundancy payments will be payable.
- 45.2.3 Clause 45.7 applies instead of this clause 45.2 in circumstances involving transmission of business.

45.3 Transfer to Lower Paid Duties

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

45.4 Severance Pay

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

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

7 Years and Less than 8 Years	13 Weeks Pay
8 Years and Less than 9 Years	14 Weeks Pay
9 Years and over	16 Weeks Pay

- If at the time the Employee's position is made redundant the Employer employs fewer than 15 Employees, then irrespective of what is provided for in clause 45.4.1 above, the maximum amount of severance pay payable for Employees with more than 4 years' service is 8 weeks' pay.
- 45.4.3 Provided that the severance payments shall not exceed the amount which the Employee would have earned if employment with the Employer had proceeded to the Employee's normal retirement date.
- 45.4.4 Continuity of service shall be calculated in the manner prescribed by this Agreement.

45.5 Employee Leave During Notice Period

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

45.6 Job Search Entitlement

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

45.7 Transmission of Business

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

- 45.7.1(b) Where the Employee rejects an offer of employment with the transmittee:
 - 45.7.1(b)(i) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the Employee at the time of ceasing employment with the transmittor; and
 - 45.7.1(b)(ii) which recognises the period of continuous service which the Employee had with the transmittor and any prior transmittor to be continuous service of the Employee with the transmittee.

45.8 Employees Exempted

- 45.8.1 This clause shall not apply to Employees with less than 1 year's continuous service. The general obligation on the Employer will be no more than to give such Employees an indication of the impending redundancy at the first reasonable opportunity and to take such steps as may be reasonable to facilitate the obtaining by the Employees of suitable alternative employment.
- 45.8.2 This clause does not apply to:

45.8.2(a)	Employees	terminated	as a	consequence	of	misconduct	that
justifies summary dismissal (termination without notice);				notice);			

45.8.2(b) probationary Employees;

45.8.2(c) apprentices;

45.8.2(d) trainees;

45.8.2(e) tenured or temporary Employees;

45.8.2(f) casual Employees.

45.9 Incapacity to Pay

45.9.1 The Employer in a particular redundancy case, may make an application to the Commission to have the severance pay referred to in this clause varied on the basis of the Employer's incapacity to pay.

MISCELLANEOUS PROVISIONS

46 EXPIRY OF MINIMUM QUALIFICATIONS

- 46.1 Ongoing employment with the Employer is subject to the Employee providing the Employer with copies of current minimum qualifications as specified in the Employee's position description.
- 46.2 Casual employees are responsible for the cost of obtaining and/or maintaining the minimum qualifications required and will not be paid for attendance at any course they attend for this purpose.
- 46.3 Full-time and part-time Employees may use their training entitlement as outlined in clause 13.3 for obtaining and/or maintaining the minimum qualifications required. Once the training entitlement has been used, full-time and part-time Employees will be responsible for the cost of obtaining and / or maintaining the minimum qualifications required.
- It is the responsibility of each Employee to ensure that minimum qualifications are kept upto-date, however wherever possible, the Employer will endeavour to give Employees 4 weeks notice prior to the expiration date of the Employer's file copies of qualifications.
- For any period of time that the Employee cannot comply with the standard of minimum qualifications as specified in the position description, the Employer may require the Employee to:
 - 46.5.1 undertake work in a different role if available and offered by the Employer;
 - 46.5.2 use accrued leave entitlements to take paid leave; or
 - 46.5.3 be suspended from duties without pay.

47 CONFIDENTIALITY AND PROPERTY

- 47.1 The Employee hereby covenants and undertakes that:
 - 47.1.1 he/she will not, either during the period of employment or at any time thereafter (except in the proper course of his/her duties hereunder or as required by law or the Employer) use or disclose to any person any confidential information of or relating to the Employer or any person with whom he/she has come into contact as a result of the employment and will use his/her best endeavours to prevent the use of or disclosure of any such information by third parties;
 - 47.1.2 he/she will take all reasonable care in the use of the Employer's property and will protect any such property in his/her care:
 - 47.1.3 upon termination of the employment (however occurring), will immediately deliver up in good condition (subject to fair wear and tear) to the Employer all

- property belonging to the Employer which may be in his/her possession and/or under his/her control;
- 47.1.4 For the purpose of this clause, "confidential information" includes, but is not necessarily limited to, the Employer's proprietary rights, intellectual property and trade secrets, or any information relating to the Employer's accounts, business affairs, business and marketing plans and information, clients, computer data and systems, contractors, designs, finances, inventions, manuals, management, management information systems, products, policies, processes, prospects, reports, research, sales plans, service providers, suppliers, transactions; and any data bases, data surveys, drawings, files, photographs, plans, present or potential client/customer lists, records, reports, specifications, software or other documents, material or other information (whether verbal, written, recorded electronically or in any other format), concerning the Employer, or any of its Employees, clients, contractors, suppliers or service providers and any other information which is reasonably regarded as confidential being information not in the public domain or known to competitors of the Employer (other than as a result of a breach of this clause by the Employee).
- 47.1.5 For the purpose of this clause, "**property**" includes all intellectual property, mobile telephone/s, documents, manuals, programs, computer programs, reports, processes and/or improvements made by the Employee whilst he/she is employed by the Employer.
- 47.1.6 Any breach of the Employee's obligations under this clause may lead to immediate termination of employment.
- 47.1.7 Nothing in this clause nor in this Agreement shall be taken as in any way prohibiting or restricting disclosure of details of this Agreement by any person bound by this Agreement.

48 CONFLICT OF INTEREST

- 48.1 Employees will devote the whole of their time and attention during working hours to their duties as an Employee. An Employee may not, under any circumstances, whether directly or indirectly, undertake any other duties, of whatever kind, during his/her working hours.
- 48.2 Employees shall not engage in any other business activity (including employment) which is similar to or competitive with the business of the Employer or the YMCA or which impairs an Employee's ability to act at all times in the best interests of the Employer and the YMCA outside their normal hours of work for the Employer, unless the Employer expressly permits them to do so, in writing. Such consent will not be unreasonably withheld.
- 48.3 All information and rights in relation to programs or activities of the Employer and the YMCA generally, either created by the Employee whilst an Employee of the Employer or created by any other Employee at the time, or created by other persons for the Employer

- or the YMCA at any time, are confidential to the Employer and the YMCA and remain the property of the Employer and the YMCA.
- During the course of employment with the Employer or at any time afterwards, Employees are not permitted to make use of any of those programs or activities referred to in this clause for their own personal benefit or for the personal benefit of other persons without first obtaining the prior written permission of the Employer, which will only be granted at the sole discretion of the Employer.

49 CRIMINAL HISTORY RECORD CHECKS & WORKING WITH CHILDREN CHECK

- 49.1 Employment with the Employer may be subject to a Working with Children Check and a National Criminal History Information Check in accordance with the YMCA Criminal History Check Policy and Procedures, as varied from time to time.
- 49.2 Employees may be required to undergo a re-check of their National Criminal History Information during their employment with the Employer in accordance with the YMCA Criminal History Check Policy and Procedures. If the result of the check indicated that the Employee cannot perform the inherent requirements of the job, the Employee's employment may be immediately terminated under clause 44.2 of the Agreement.
- 49.3 The YMCA Criminal History Check Policy and Procedures is not incorporated into and does not form part of this Agreement.

50 STAND DOWN CLAUSE

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

CLASSIFICATIONS AND SALARY RATES

51 CLASSIFICATIONS

51.1 General

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

Area of Work
YMCA Recreation Staff Grades
YMCA Camping & Accommodation Staff Grade
YMCA Specialist & Senior Staff Grade
YMCA Sessional Staff Grades

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

51.2 Translation of the Classification Structure

- 51.2.1 All classifications for existing staff will be confirmed by the Employer within 6 months of the commencement of this Agreement.
- Any classification alterations will be effective from (or backdated to) the first full pay period on or after 1 July 2015.
- 51.2.3 Classifications will be specified in position descriptions and letters of appointment. Individuals should meet the minimum competencies, skills, qualifications and experience of the position to be considered for the role, unless authorised by the Employer and provided with appropriate training and/or support.
- 51.2.4 Any disputes regarding classifications must be dealt with in accordance with the Dispute Resolution and Grievances clause of this Agreement.

52 SALARY RATES

- 52.1 Schedule 1A sets out the salary rates for Employees.
- 52.2 The salary rates referred to in clause 52.1 shall be backdated to the first full pay period on or after 1 July 2015.
- The salary rates for each classification in this Agreement will be increased by CPI (if CPI increases), on the dates set out in clause 52.4 below. The percentage increase in CPI will be as per Australian Bureau of Statistics (ABS) CPI, All Group Index Numbers and Percentage Changes (Table 6401.0) yearly percentage change for Melbourne (or relevant ABS modified rate) as at the most recent quarter published prior to the dates set out in clause 52.4 below.

- 52.4 Any increased salary rates referred to in clause 52.3 above will come into effect as follows:
 - 52.4.1 the first full pay period on or after 1 July 2016; and
 - 52.4.2 the first full pay period on or after 1 July 2017.
- 52.5 All salary rates prescribed in this Agreement absorb and replace any increase that may be granted by the Commission during the life of this Agreement.
- However, if an increase granted by the Commission results in an Employee's minimum wage being greater than the relevant rate for his / her classification set out in this Agreement, then the Employee will be paid his / her minimum wage until the relevant rate for his / her classification under this Agreement is equal to, or greater than, the Employee's minimum wage.
- On the commencement of the Agreement, any salary amounts received by an Employee in excess of those prescribed in this Agreement (that is, an over-Agreement payments) will be maintained. Increases shall only apply to that Employee when the prescribed rates in this Agreement become higher than the over-Agreement payment, at which time the over-Agreement payment shall be absorbed and the prescribed rate shall apply.
- Other than Employees who are already in receipt of over-Agreement payments at the time this Agreement commences, any payments in excess of those prescribed under this Agreement must be authorised by the Employer.

53 JUNIOR RATES AND CHILD EMPLOYMENT

53.1 Junior Rates

Staff employed under junior rates will work under the supervision of adults and receive the following percentage of the adult wage for the relevant classification of work performed. Junior rates are only applicable to the Camping & Accommodations Staff Grades, Sessional Staff Grades and the Recreation Staff Grades 1 to 4. Higher rates of pay must be authorised by the Employer.

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

53.2 Child Employment

- 53.2.1 Any person under the age of 15 is deemed to be a child in the State of Victoria.
- 53.2.2 The Employer may offer employment in accordance with the provisions of the Child Employment Act 2003 (and upon completion of a Child Employment Permit) to children within roles that will assist with their personal and

- professional development within the YMCA structure. Roles will generally be seen as junior assistant positions.
- 53.2.3 Children will be paid a junior rate of the relevant salary grade to the position. If the position is not currently identified within the salary grades prescribed in this Agreement, payment will be in accordance with advice from the Child Employment Officer, Department of Innovation, Industry and Regional Development and the YMCA Human Resources Department.

54 TRAINEESHIPS AND SUPPORTED WAGE SYSTEM

54.1 Traineeships / New Apprenticeships

Trainees and New Apprentices are engaged in a combined practical work and structured training program that provides individuals with the opportunity to gain a nationally recognised qualification and will be paid in accordance with the National Training Wage Award 2000 (as though the Employer is bound by that Award, but excluding clauses 12 and 13 of the Award) or in accordance with any Trainee or Apprentice wage rates set out in a relevant industry Award.

54.2 Supported Wage System for Employees with Disabilities

54.2.1 The Employer will provide a supported wage system for Employees with a disability in accordance with Clause 20A, "Supported Wage System" of the Fitness Recreation and Leisure Facilities – Local Government Contractors Award 2004, save that the word "Award" shall be read as "Agreement".

55 PAYMENT OF SALARIES AND ALLOWANCES

55.1 General

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

55.2 Wages Overpayment/Debt and Monies Owing

In the event that an Employee has received an overpayment of remuneration in excess of his/her lawful entitlement, the Employer will advise the Employee of the circumstances surrounding the debt, including the process for recovery of the debt, and the proposed recovery rate.

- The Employer and the Employee will agree on a reasonable recovery rate having regard for all the circumstances including any taxation implications, and whether the overpayment was received or debt was incurred in good faith.
- Any monies outstanding or any agreed debt relating to an overpayment of remuneration owing by the Employee on cessation of employment will be recovered by the employer via deduction from that Employee's final payment.

56 SALARY PACKAGING AND DEDUCTIONS

- Salary packaging may be offered to Employees in accordance with relevant legislation and YMCA salary packaging guidelines (which may be varied by the YMCA from time to time) for the purposes of packaging:
 - 56.1.1 Salary Sacrifice to a Superannuation Fund;
 - 56.1.2 An Employer vehicle that is applicable to the performance of a position;
 - 56.1.3 An Employer residence that is applicable to the performance of a position.
 - 56.1.4 School fees;
 - 56.1.5 Medical or dental bills;
 - 56.1.6 Income protection insurance; and
 - 56.1.7 Payments to any other bona fide third party which an Employee nominates, subject to the consent of the YMCA Manager
- The YMCA salary packaging guidelines are not incorporated into, and do not form part of, this Agreement.
- An offer to salary package and the amount that is salary packaged must be authorised by the Employer.
- The Employee may at the discretion of the Employer bear any additional costs (for example: fringe benefits tax) associated with salary packaging. The Employee must pay all fees associated with any external provider engaged by the Employer, the YMCA or the Employee in association with the salary packaging.
- The mix of components of the Employee's salary package may be varied by written agreement with the Employer provided that any such variation does not result in any increase in costs to the Employer or provided that any increase in such costs may at the discretion of the Employer be borne by the Employee.
- Where the Employee makes use of ancillary personal services or facilities provided by the Employer that requires payment by the Employee, such as on-site accommodation, meals or utilities at a campsite at which the Employee works as examples, the Employer may

arrange for the payment of these services through the establishment of a payroll deduction.

57 NO EXTRA CLAIMS

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

58 SALARY CLASSIFICATIONS

RECREATION GRADES STRUCTURE

YMCA Grade	Recreation Grade One
Indicative Roles	Kiosk / Café Attendant, Ticket Seller / Door attendant, Gymnastics Assistant, Cleaner / Maintenance (Unqualified), Program Assistant
Level of Supervision / Autonomy	Works under direct supervision
Complexity of Role	Undertakes operational tasks which are routine and clearly defined under established policies and procedures.
Decision Making, Problem Solving & Accountability	 Is capable of prioritising work within established routines, methods and procedures Resolve problems where the situations encountered are repetitive, the alternatives for resolution are limited and the required action is clear or can be readily referred to higher levels
Communication, Customer Service & Interpersonal Skills	 Capacity to explain basic concepts Accepts and applies instruction and direction from supervisors Capable of responding to customer needs to ensure the quality of service meets agreed standards
Knowledge & Proficiency	 Awareness of YMCA at a Branch level Demonstrate basic operational knowledge and apply it to a limited range of activities A substantial amount of the knowledge and proficiency required for this position will be gained through onthe job training
In addition to the above General Skil Café / Kiosk Area Stream – Café / Kiosk At	ls, Qualifications & Experience for this Grade, refer to the following specific Skills, Qualifications & Experience that apply to the indicative roles listed
Technical Skills / Knowledge	Capable of performing basic point of sales transaction in a café / kiosk environment

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Training, Qualifications and Experience	May require Food Handling Qualifications
Gymnastics Area Stream – Gymnastics As	sistant
Technical Skills / Knowledge	 Assists the Gymnastics Coach in instruction of Gymnastics Able to instruct a group of children whilst under supervision Basic gymnastics teaching skills Ability to prepare routine lesson plans Understands basic operational procedures for safe class and equipment set up and pack up Basic administration skills to keep accurate attendance and competency assessment records
Training, Qualifications and / or Experience	 General Principle of Gymnastics Course Ex-gymnast or Junior Coach experience Prior program participation knowledge and skills
Frontline Services Area Stream – Custome	r Service Officer
Technical Skills / Knowledge	Capable of undertaking basic point of sales transactions
Training, Qualifications and Experience	Required to have completed YMCA Customer Service Induction prior to commencing
Ops / Maintenance Area Stream - Cleaner	Maintenance (Unqualified)
Technical Skills / Knowledge	 Understands basic operational requirements for safe chemical handling, use and storage Understands PPE, OH&S and risk management procedures utilising clearly defined processes under established policies and procedures
Qualifications and / or Experience	Unqualified May require Certificate I or II Cleaner qualification
Programs Area Stream – Program Assistar	nt entre
Technical Skills / Knowledge	 Assist in the delivery of the relevant program whilst under supervision Understands basic operational procedures for safe and effective programs
Training, Qualifications and Experience	 May require qualifications in relevant Program Prior program participation knowledge and skills

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TIVICA Graue	Recreation Grade 1 wo
Indicative Roles	Customer Service Officer, Program Officer
Level of Supervision / Autonomy	Works semi-autonomously under direct supervision
Complexity of Role	Undertakes operational tasks which are routine and clearly defined under established policies and procedures
Decision Making, Problem Solving & Accountability	 Is capable of prioritising work within established routines, methods and procedures Solve simple problems with reference to established policies, practices and procedures. Will sometimes choose between a range of straightforward alternatives Guidance on the approach to non-standard problems is provided by a supervisor
Communication, Customer Service & Interpersonal Skills	 Capacity to explain basic concepts Accepts and applies instruction and direction from supervisors Capable of responding to customer needs to ensure the quality of service meets agreed standards
Knowledge & Proficiency	 Knowledge of YMCA at a Branch level Demonstrate basic operational knowledge and applies it to a moderate range of activities
In addition to the above General Skil Frontline Services Area Stream – Custome	ls, Qualifications & Experience for this Grade, refer to the following specific Skills, Qualifications & Experience that apply to the indicative roles listed er Service Officer
Technical Skills / Knowledge	 Is capable of providing a good quality standard of customer service, both in person and over the telephone May perform open and close procedures Is capable of performing basic point of sales transactions and account processing transactions Capable of performing basic administration tasks related to maintaining the operation of the customer service area Demonstrate knowledge of programs and services offered Is capable of handling a basic membership enquiry (phone or in person) Is capable of conducting a basic tour of the Branch
Training, Qualifications and Experience	 Required to have completed YMCA Customer Service Induction prior to commencing May be required to have YMCA Customer Service and Membership Training

Recreation Grade Two

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YMCA Grade

Programs Area Stream – Program Officer	
Technical Skills / Knowledge	 Assist in the preparation, implementation and evaluation of developmentally appropriate programs for individual children or groups Assist in the direction of program staff Ability to identify, adapt and manage the daily plans, tasks and procedures to achieve best practice program outcomes
Training, Qualifications and Experience	 May require qualifications in relevant Program Previous experience in relevant Program

YMCA Grade	Recreation Grade Three
Indicative Roles	Administration Officer, Swimming Teacher, Customer Service Officer, Pool Operations, Lifeguard, Cleaner / Maintenance (Qualified), Gymnastics Coach
Level of Supervision / Autonomy	Works autonomously under routine supervision
Complexity of Role	Undertakes a range of operational tasks within established policies and procedures utilising acquired skills and knowledge
Decision Making, Problem Solving & Accountability	 Referencing established policies, practices and procedures; demonstrates an ability to solve a variety of predicable problems relating to immediate work area Identifies problems and refers to the appropriate team member
Communication, Customer Service & Interpersonal Skills	 Accepts and applies instruction and direction from supervisors Ability to address and explain programs and procedures Approachable personality and welcomes customer feedback Respects other individuals Interacts with patrons and provides clear verbal instructions that are understood and implemented Works cooperatively as part of a team
Knowledge & Proficiency	 Understanding of YMCA at a Branch level Awareness of YMCA at an organisational level Demonstrates and applies basic operational knowledge

In addition to the above General Skills, Qualifications & Experience for this Grade, refer to the following specific Skills, Qualifications & Experience that apply to the indicative roles listed

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Gymnastics Area Stream – Gymnastics Co	ach
Technical Skills / Knowledge	 Clear understanding of program philosophy and teaching guidelines Ability to plan comprehensively for every class including yearly and term places Instructs and interacts with students and guardians providing effective direction, feedback and support Capacity to choreograph routines for competition gymnasts Ability to direct and support Trainees and Junior Coaches
Training, Qualifications and Experience	 Level 1 Gymnastics Coaching qualification Previous experience as an Assistant Coach or Junior Coach
Frontline Services Area Stream – Custome	r Service Officer
Technical Skills / Knowledge	 Capable of performing a range of administration tasks related to maintaining the operation of the customer service area including sales and account / membership processing transactions Capable of accepting and processing customer bookings and enrolments Is capable of performing medium level point of sale transactions. Demonstrates knowledge of programs and services offered Is capable of handling membership enquiries (phone and in person) Is capable of conducting tours of the Branch and price presentations to customers
Training, Qualifications and Experience	 Required to have completed YMCA Customer Service Induction prior to commencing May be required to have YMCA Customer Service and Membership Training
Aquatics Area Stream – Swimming Teache	r
Technical Skills / Knowledge	 Newly qualified; but displays an aptitude for teaching Knowledge of program philosophy and teaching guidelines Ability to prepare lesson plans Understands basic operational procedures for safe class delivery, set and pack up Ability to work to specified timelines
Training, Qualifications and Experience	 Current AUSTSWIM Teacher of Swimming & Water Safety Certificate Current CPR Current Rescue Competence
Aquatics Area Stream – Lifeguard	
Technical Skills / Knowledge	Newly qualified; but displays an aptitude for lifeguarding
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Training, Qualifications and Experience	 Conducts and logs basic pool water chemistry tests Ability to effectively patrol pool areas Monitor and enforce participant safety Knowledge of emergency procedures Allocates program and water space management as directed by supervisors Current Pool Lifeguard Certification
	 Current CPR Current First Aid
Ops / Maintenance Area Stream – Cleaner	/ Maintenance
Technical Skills / Knowledge	 Implements operational requirements for safe chemical handling, use and storage Understands and applies PPE, OH&S and risk management procedures utilising clearly defined processes under established policies and procedures
Training, Qualifications and Experience	Certificate II / III Cleaner
Ops / Maintenance Area Stream - Pool Ope	erations
Technical Skills / Knowledge	 Newly qualified Undertakes the role of Branch Safety officer Conducts and logs pool water chemistry tests Undertakes plant room maintenance in accordance with documented standards and procedures Ability to interpret, respond and report plant issues to direct supervisor Implements operational requirements for safe chemical handling, use and storage Understands and applies PPE, OH&S and risk management procedures utilising clearly defined established policies and procedures Knowledge of requirements relating to working with heights, confined spaces, chemical handling and storage, hazard identification and control and plant safety Ability to liaise and effectively communicate with appropriate contractors
Training, Qualifications and Experience	 Current Level One Pool Operations Certification Current Risk Management Certification Current CPR Current First Aid
Admin Area Stream – Administration Office	
Technical Skills / Knowledge	 Capable of performing a range of general administration functions Requires sound computer and administration skills
Training, Qualifications and Experience	May require previous experience in a similar role Page 75 of 137.

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YMCA Grade	Recreation Grade Four
Indicative Roles	Membership / Admin Officer, Swimming Teacher, Membership Officer (Sales), Pool Operations, Lifeguard,
Level of Supervision / Autonomy	Works semi-autonomously under general supervision
Complexity of Role	 Undertakes a range of operational tasks within established policies, practices and procedures utilising acquired skills and knowledge Application of specialist knowledge in functional area
Decision Making, Problem Solving & Accountability	 Referencing established policies, practices and procedures; demonstrates an ability to solve a variety of predicable problems relating to immediate work area Suggests ideas and solutions to achieve established outcomes
Communication, Customer Service & Interpersonal Skills	 Capable of anticipating and responding to more difficult customer queries Treats patrons as important individuals Confidently interacts with others providing effective direction, feedback and support Ability to advise peers and patrons on specific information and procedures in functional area
Knowledge & Proficiency	 Understanding of YMCA, including other programs and functions, at a Branch level Awareness of YMCA at an organisational level Specialist knowledge and proficiency in the area of responsibility
In addition to the above General Skil Frontline Services Area Stream – Members	ls, Qualifications & Experience for this Grade, refer to the following specific Skills, Qualifications & Experience that apply to the indicative roles listed ship Services Officer (Sales)
Technical Skills / Knowledge	 Ability to recognise and respond to members needs Ability to build rapport with all customers and staff Ability to tour prospects around the Branch and respond to needs of the prospect Ability to provide a price presentation, overcome objections and close the sale Ability to generate referrals Provide follow-up to toured prospects Assist with marketing and membership promotion and retention Capable of generating non attendance reports and following up with appropriate phone calls / letters Good understanding of Branch membership monthly targets

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Training, Qualifications and Experience	 Required to have completed YMCA Customer Service Induction prior to commencing Will be required to have YMCA Customer Service and Membership Training prior to commencement and participate in ongoing relevant training
Admin Area Stream – Membership Adminis	stration Officer
Technical Skills / Knowledge	 Requires well developed computer and administration skills Accurate and timely entry of data including; processing Direct Debits, refunds and all other aspects of membership administration Creating and maintaining membership files (both electronic and manual) in accordance with policies and procedures Capable of administrating Insurance or Corporate memberships including liaising with accounts regarding payment on behalf of members Ability to recognise and respond to members needs Ability to tour prospects around the Branch and respond to needs of the prospect Assist with marketing and membership promotion and retention Capable of generating non attendance reports and following up with appropriate phone calls / letters Good understanding of Branch membership monthly targets
Training, Qualifications and Experience	 Required to have completed YMCA Customer Service Induction prior to commencing Will be required to have YMCA Customer Service and Membership Training prior to commencement and participate in ongoing relevant training
Aquatics Area Stream – Swimming Teache	r
Technical Skills / Knowledge	 Clear understanding and interpretation of program philosophy and teaching guidelines Teachers and interacts with students and guardians providing effective direction, feedback and support Where necessary can make modifications to existing processes and procedures Keeps accurate attendance and competency records Capable of assessing new students
Training, Qualifications and Experience	 In addition to current AUSTSWIM Teacher of Swimming & Water Safety; One other AUSTSWIM module Current CPR Current Teacher Rescue competency Clearly demonstrated commitment to ongoing personal and professional development Twelve – thirty six months teaching experience
Aquatics Area Stream – Lifeguard	
Technical Skills / Knowledge	 Knowledge of conflict resolution principles Ability to interpret and respond to water space allocation timetable Limited understanding of plant function and operation

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Training, Qualifications and Experience	 Cultural awareness of community population Completes daily checklists and routines Proactive in promoting safe participant behaviour and cooperation with pool safety rules Proactively communicates maintenance issues to supervisors Recognise and appropriate response to incidents and emergencies Current Pool Lifeguard Certification Current CPR Current First Aid
	 Clearly demonstrated commitment to ongoing personal and professional development Twelve – thirty six months lifeguarding experience
Ops / Maintenance Area Stream - Pool Ope	erations
Technical Skills / Knowledge	 Actively participates in Safety officer network Exceptional plant and Branch operational knowledge and skill Recognises and readily responds to plant and safety issues Applies specialist knowledge to plan and prioritise work requirements Uses existing knowledge to challenge and contribute to operational / maintenance improvement Resolves complex and difficult issues through communication with appropriate contractors
Training, Qualifications and Experience	 Current Level One & Two Pool Operations Certification Current Risk Management Certification in more than one of the following areas: Working with heights Working in Confined spaces Chemical handling and storage Hazard identification and storage Plant Safety Current CPR Current First Aid Twelve to thirty six months experience

YMCA Grade	Recreation Grade Four B
Indicative Roles	Health and Fitness Instructor
Level of Supervision / Autonomy	Works semi-autonomously under general supervision
Complexity of Role	 Undertakes a range of operational tasks within established policies, practices and procedures utilising acquired skills and knowledge Application of specialist knowledge in functional area

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Decision Making, Problem Solving & Accountability	 Referencing established policies, practices and procedures; demonstrates an ability to solve a variety of predicable problems relating to immediate work area Suggests ideas and solutions to achieve established outcomes
Communication, Customer Service & Interpersonal Skills	 Capable of anticipating and responding to more difficult customer queries Treats patrons as important individuals Confidently interacts with others providing effective direction, feedback and support Ability to advise peers and patrons on specific information and procedures in functional area
Knowledge & Proficiency In addition to the above General Skil	 Understanding of YMCA, including other programs and functions, at a Branch level Awareness of YMCA at an organisational level Specialist knowledge and proficiency in the area of responsibility Is, Qualifications & Experience for this Grade, refer to the following specific Skills, Qualifications &
Health & Wellness Area Stream - Health &	Experience that apply to the indicative roles listed Fitness Instructor
Technical Skills / Knowledge	 Capable of performing New Member Inductions (Health Consultations and Program Starts). Capable of writing and instructing in general exercise prescription Capable of sound demonstration of exercise technique Capable of providing health and fitness advice to customers Knowledge of equipment function and safety Capable of providing basic nutritional advice Ability to follow membership retention strategies
Training, Qualifications and Experience	 Requires Certificate IV - Fitness Instructor Requires Kinect / Fitness Australia Personal Trainer Registration Minimum 20 hours practical placement or shadow shifts

YMCA Grade	Recreation Grade Five
Indicative Roles	Senior Admin & Accounts Officer, Swimming Teacher, Membership Officer (Sales), Program Leader, Swimming Teacher in Charge, Health & Fitness Instructor and Gymnastics Coach
Level of Supervision / Autonomy	Works autonomously under general supervision

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Complexity of Role	 Responsible and positive leadership role within a team Application of specialist knowledge in functional area
Decision Making, Problem Solving & Accountability	 Suggests ideas and solutions to achieve established outcomes Ability to adapt, re-organise and respond to individuals needs Applies specialist knowledge to solve problems
Communication, Customer Service & Interpersonal Skills	 Resolves complex inquiries and incidents by providing information, support and advice Identifies specific issues to be referred to senior staff Communicates clearly with staff and supervisors Has the ability to provide information and collaborative advice when required Ability to consult appropriately with Branch peers and patrons and provide honest, professional feedback and support
Knowledge & Proficiency	 Understands philosophy and culture of YMCA Has extensive knowledge of YMCA programs, services and professional development opportunities Demonstrated specialist knowledge and proficiency in the area of responsibility
In addition to the above General Skil Health & Wellness Area Stream – Health &	ls, Qualifications & Experience for this Grade, refer to the following specific Skills, Qualifications & Experience that apply to the indicative roles listed Fitness Instructor
Technical Skills / Knowledge	 Capable of training and inducting new Health Club staff Able to conduct workshops / training sessions on exercise technique Able to deliver community education seminars Able to perform basic leadership tasks such as rosters, reporting on KPI's, lead retention programs Able to make recommendations to management regarding improvements to Health Club operations Able to step into a acting Health Club Team Leader Able to Personal train
Training, Qualifications and Experience	 Requires Certificate IV - Fitness Instructor CPR First Aid Level 2 Requires Kinect / Fitness Australia Personal Trainer Registration Minimum of 2 years experience
Frontline Services Area Stream – Members Technical Skills / Knowledge	Proven ability to consistently meet membership / sales KPI's
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Training, Qualifications and Experience	 Required to have completed YMCA Customer Service Induction prior to commencing Will be required to have YMCA Customer Service and Membership Training prior to commencement and participate in ongoing relevant training
Admin Area Stream – Senior Administratio	n & Accounts Officer
Technical Skills / Knowledge	 Requires comprehensive computer, accounts and administration skills Creating and maintaining files (both electronic and manual) in accordance with policies and procedures Capable of accurate and timely entry of data Required to undertake a range of administration / accounts functions including but not limited to the areas of; Memberships, Finance and Payroll / HR
Training, Qualifications and Experience	 Experience using various accounting and/or payroll programs Previous bookkeeping experience 1 - 3 years experience in a similar role
Aquatics Area Stream – Swimming Teache	r
Technical Skills / Knowledge	 Exceptional program knowledge and full comprehension of program philosophy Recognises and readily responds to student diversity Lesson objectives are clearly set and easily measured Is recognised and actively contributes as a senior teacher, effective mentor and role model Ability to provide basic training outcomes to peers Displays basic knowledge and understanding of program administration duties
Training, Qualifications and Experience	 In excess of 36 months teaching experience AUSTSWIM Teacher of Swimming & Water safety plus three other modules Demonstrated commitment to ongoing professional training and personal development
Programs Area Stream – Program Leader	
Technical Skills / Knowledge	 Prepares, implements and evaluates relevant programs Ability to supervise and direct staff Ability to identify, adapt and manage the daily plans, tasks and procedures to achieve best practice program outcomes May simple design activities for sessions, or implement sessions previously designed

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Training, Qualifications and Experience	May require qualifications in relevant Program Previous experience in relevant Program and/or in Programming
Gymnastics Area Stream – Gymnastics Co	ach
Technical Skills / Knowledge	 Strong understanding of program philosophy and teaching guidelines Instructs and interacts with students and guardians providing effective direction, feedback and support Ability to lead and support Junior Coaches Responsible for the planning and delivery of yearly and terms plans; and assisting other staff members with their planning Capable of assessing new students Capable of supervising qualification assessments
Training, Qualifications and Experience	 Level 1 Gymnastics Coaching qualification May have multiple qualifications of Level 2 Gymnastics Coaching May require a judging qualification or ability to judge at YMCA or Gymstar competitions Completed a supervisors course or is qualified to assess qualifications Extensive Coaching experience

YMCA Grade	Recreation Grade Five B
Indicative Roles	Shift Supervisor, Swimming Teacher in Charge
Level of Supervision / Autonomy	Works autonomously under general supervision
Complexity of Role	 Responsible and positive leadership role within a team Application of specialist knowledge in functional area
Decision Making, Problem Solving & Accountability	 Suggests ideas and solutions to achieve established outcomes Ability to adapt, re-organise and respond to individuals needs Applies specialist knowledge to solve problems
Communication, Customer Service & Interpersonal Skills	 Resolves complex inquiries and incidents by providing information, support and advice Identifies specific issues to be referred to senior staff Communicates clearly with staff and supervisors Has the ability to provide information and collaborative advice when required Ability to consult appropriately with Branch peers and patrons and provide honest, professional feedback and support

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Knowledge & Proficiency	 Understands philosophy and culture of YMCA Has extensive knowledge of YMCA programs, services and professional development opportunities Demonstrated specialist knowledge and proficiency in the area of responsibility
Duty Management Area Stream – Shift Sup	ls, Qualifications & Experience for this Grade, refer to the following specific Skills, Qualifications & Experience that apply to the indicative roles listed pervisor
Technical Skills / Knowledge	 Responsible for shift management of a small Branch when generally there is not a more senior staff member present and/or responsible for the shift management of a Branch when there is one or more senior staff member present Acts with the authority of the Branch Manager Responsible for daily shift management and supervision of support staff within a specific work area Staff support and direction are directly related to work performance and related technical issues Training, leading and mentoring are an integral and major focus of this role Specific understanding of operations and the ability to coordinate work across a number of areas Reasonable autonomy within clear and established guidelines Effective conflict resolution skills Anticipates and is proactive in safety management Ability to direct, deploy and gain cooperation of staff team
Training, Qualifications and Experience	 Twelve – thirty six months relevant experience May require Pool Operators Certificate Level 1 & 2 Defibrillator Certificate Commitment to personal and professional training
Aquatics Area Stream – Swimming Teache	r in Charge
Technical Skills / Knowledge	 Functions with a high degree of independence and accountability Directs and deploys staff Accountable for the effective and efficient operation of specific program delivery with regular direction from aquatic management personnel Accountable for the effective application of skills and knowledge of the teaching team; to ensure consistent quality program delivery Actively develops local strategies for improvement and change Thorough knowledge and understanding of teaching disciplines Problem solving skills are a key feature Mentor and role model Satisfactorily resolves complex inquiries and difficult issues Ability to coordinate operations and service across a number of areas

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Training, Qualifications and Experience	 In excess of forty two months teaching experience Working towards gaining all AUSTSWIM extension modules Undertakes active engagement across all aquatic program streams Other appropriate industry qualifications Broad general industry knowledge and experience
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YMCA Grade	Recreation Grade Six
Indicative Roles	Duty Manager
Level of Supervision / Autonomy	 Works autonomously under general direction Responsible for the leadership, direction and deployment of staff
Complexity of Role	 Knowledge of requirements for compliance with best practice procedures, industry guidelines and legislative requirements in functional area Recognise and appropriately respond to incidents and emergencies
Decision Making, Problem Solving & Accountability	 Proactively suggests ideas and solutions to improve operation and performance of Branch Applies specialist knowledge to solve problems
Communication, Customer Service & Interpersonal Skills	 Uses sound communication skills to negotiate with staff, peers and Branch users in a supervisory capacity Ability to promptly and appropriately direct, support and encourage staff to ensure best practice and full compliance with mandatory policy and procedures Capacity to tender information and provide collaborative advice and support Capacity to use persuasion and conflict mgt skills Ability to consult with staff outside the specific work area Ability to obtain cooperation amongst staff and members of the community to achieve objectives
Knowledge & Proficiency	 Intentionally works within the framework of YMCA philosophy and culture and is an exemplary role model Demonstrated specialist knowledge and proficiency in the area of responsibility
In addition to the above General Skil Duty Management Area Stream – Duty Mar	ls, Qualifications & Experience for this Grade, refer to the following specific Skills, Qualifications & Experience that apply to the indicative roles listed
Technical Skills / Knowledge	 Delegated authority and responsibility of the Branch Manager Ensures Branch functions are fully compliant with best practice procedures, industry guidelines and legislative requirements Consideration of organisational philosophy and policy impacts on work Staff management is a key component of this position

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	 Knowledgeable and skilled in all aspects of plant and Branch operational aspects Responsible for shift management of a medium to large Branch when generally there is not a more senior staff member present Identifying potential risk factors and taking steps to reduce risks Exemplary role model to staff and patrons
Training, Qualifications and Experience	 May require current Pool Lifeguard May require Pool Operators Level 1 & 2 Defibrillator Certificate

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CAMPING & ACCOMMODATION GRADES STRUCTURE

Camping & Accommodation Grade One

TMOA Grade	Camping & Accommodation Grade One
Indicative Roles	Kitchen Assistant
Level of Supervision / Autonomy	Works under routine supervision
Complexity of Role	Undertakes operational tasks which are routine and clearly defined under established policies and procedures.
Decision Making, Problem Solving & Accountability	 Works solely under direction using established routines, methods and procedures Resolve problems where the situations encountered are repetitive, the alternatives for resolution are limited and the required action is clearly documented or can be readily referred to higher levels
Communication, Customer Service & Interpersonal Skills	 Capacity to explain basic concepts Accepts and applies instruction and direction from supervisors Capable of responding to customer needs to ensure agreed standards of quality service
Knowledge & Proficiency	 Awareness of YMCA at a Branch level Demonstrate basic operational knowledge and apply it to a limited range of activities A substantial amount of the knowledge and proficiency required for this position will be gained through onthe job training
In addition to the above General Skill	ls, Qualifications & Experience for this Grade, refer to the following specific Skills, Qualifications & Experience that apply to the indicative roles listed
Catering Area Stream – Kitchen Assistant	
Technical Skills / Knowledge	 Ability to clean kitchen area including equipment, crockery and utensils Assists with basic food preparation Assembles and prepares ingredients for cooking Handles, stores and distributes goods, including pantry items Assist employees who are cooking
Training, Qualifications and Experience	 May require relevant experience First Aid Level 1 and/or CPR (for roles with direct customer contact) May require industry qualifications

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YMCA Grade

YMCA Grade	Camping & Accommodation Grade Two
Indicative Roles	Administration Assistant, Program Assistant, Cleaner / Maintenance
Level of Supervision / Autonomy	Works semi-autonomously under direct supervision
Complexity of Role	Undertakes operational tasks which are routine and clearly defined processes under established policies and procedures
Decision Making, Problem Solving & Accountability	 Is capable of prioritising work within established routines, methods and procedures Solve simple problems with reference to established policies, practices and procedures. Will sometimes choose between a range of straightforward alternatives Guidance on the approach to non-standard problems is provided by a supervisor
Communication, Customer Service & Interpersonal Skills	 Capacity to explain basic concepts Accepts and applies instruction and direction from supervisors Capable of choosing from options in responding to customer needs to ensure agreed standards of quality service
Knowledge & Proficiency	 Knowledge of YMCA at a Branch level Demonstrate basic operational knowledge and applies it to a moderate range of activities
In addition to the above General Skil Administration / Finance Area Stream – Ad	ls, Qualifications & Experience for this Grade, refer to the following specific Skills, Qualifications & Experience that apply to the indicative roles listed Iministration Assistant
Technical Skills / Knowledge	 Front office duties such as receptionist, telephonist, cashier or reservations Possesses sound arithmetic skills Performs routine office duties such as collating, filing, photocopying and delivering messages Perform basic clerical duties such as typing, basic data entry and calculation functions Accounts skills Customer relations skills
Training, Qualifications and Experience	 May require relevant experience First Aid Level 1 and/or CPR (for roles with direct customer contact) May require industry qualifications

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Programs Area Stream – Program Assistar	Programs Area Stream – Program Assistant	
Technical Skills / Knowledge	 Acts as an Assistant Instructor Does basic testing Understands basic operational procedures for safe and effective programs 	
Training, Qualifications and Experience	 May require qualifications in relevant Program Prior program participation knowledge and skills 	
Ops / Maintenance Area Stream - Cleaner	Maintenance	
Technical Skills / Knowledge	 Routine repair work and maintenance and other general duties such as gardening Servicing accommodation areas and cleaning Cleaning duties using specialised equipment and chemicals Receiving, storing and distributing goods 	
Training, Qualifications and Experience	 May require relevant experience First Aid Level 1 and/or CPR (for roles with direct customer contact) May require industry qualifications 	

YMCA Grade	Camping & Accommodation Grade Three
Indicative Roles	Administration / Accounts Officer, Program Officer, Cook
Level of Supervision / Autonomy	Works autonomously under routine supervision
Complexity of Role	Undertakes a range of operational tasks within established policies and procedures utilising acquired skills and knowledge
Decision Making, Problem Solving & Accountability	 Referencing established policies, practices and procedures; demonstrates an ability to solve a variety of predicable problems relating to immediate work area Identifies problems and refers to the appropriate team member May assist others in the provision of tasks at the same or lower grade Responsible for the work performed by others at the same or lower grade with a medium level of accountability and responsibility

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 Accepts, interprets and applies instruction and direction from supervisors Ability to address and explain programs and procedures Approachable personality and welcomes customer feedback Respects other individuals Interacts with patrons and provides clear verbal instructions that are understood and implemented Works cooperatively as part of a team
 Understanding of YMCA at a Branch level Awareness of YMCA at an organisational level Demonstrates and applies basic operational knowledge
ls, Qualifications & Experience for this Grade, refer to the following specific Skills, Qualifications & Experience that apply to the indicative roles listed
Iministration / Accounts Officer
 Front office duties such as receptionist, telephonist, cashier or reservations Clerical and other office duties General clerical duties such as typing, basic data entry and calculation functions Accounts Assists in sales, and/or marketing Customer relations
 May require relevant experience and/or qualifications First Aid Level 1 or CPR (for roles with direct customer contact)
 Assist in the preparation, implementation and evaluation of developmentally appropriate programs for groups Assist in the direction of program staff Ability to identify, adapt and manage the daily plans, tasks and procedures to achieve best practice program outcomes
May require qualifications in relevant Program Previous experience in relevant Program

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Catering Area Stream – Cook	
Technical Skills / Knowledge	Prepares and/or cooksSupervises Kitchen Assistants
Training, Qualifications and Experience	 May require relevant experience First Aid Level 1 and/or CPR (for roles with direct customer contact) Food Handling / Hygiene skills and/or qualification

YMCA Grade	Camping & Accommodation Grade Three B
Indicative Roles	Lead Cook
Level of Supervision / Autonomy	Works autonomously under routine supervision
Complexity of Role	Undertakes a range of operational tasks within established policies and procedures utilising acquired skills and knowledge
Decision Making, Problem Solving & Accountability	 Referencing established policies, practices and procedures; demonstrates an ability to solve a variety of predicable problems relating to immediate work area Identifies problems and refers to the appropriate team member May assist others in the provision of tasks at the same or lower grade Responsible for the work performed by others at the same or lower grade with a medium level of accountability and responsibility
Communication, Customer Service & Interpersonal Skills	 Accepts, interprets and applies instruction and direction from supervisors Ability to address and explain programs and procedures Approachable personality and welcomes customer feedback Respects other individuals Interacts with patrons and provides clear verbal instructions that are understood and implemented Works cooperatively as part of a team
Knowledge & Proficiency	 Understanding of YMCA at a Branch level Awareness of YMCA at an organisational level Demonstrates and applies basic operational knowledge

In addition to the above General Skills, Qualifications & Experience for this Grade, refer to the following specific Skills, Qualifications & Experience that apply to the indicative roles listed

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Catering Area Stream – Lead Cook	
Technical Skills / Knowledge	 Undertaking general cooking duties, including baking and pastry cooking Receiving, storing and distributing goods Assisting in the training, coordination and supervision of employees of lower grades
Training, Qualifications and Experience	 May require relevant experience First Aid Level 1 or CPR (for roles with direct customer contact) Food Handling / Hygiene qualification

YMCA Grade	Camping & Accommodation Grade Four
Indicative Roles	Senior Administration / Accounts Officer, Duty Supervisor, Maintenance Coordinator
Level of Supervision / Autonomy	Works semi-autonomously under general supervision
Complexity of Role	 Undertakes a range of operational tasks within established policies, practices and procedures utilising acquired skills and knowledge Application of specialist knowledge in functional area
Decision Making, Problem Solving & Accountability	 Referencing established policies, practices and procedures; demonstrates an ability to solve a variety of predicable problems relating to immediate work area Suggests ideas and solutions to achieve established outcomes May be required to provide supervision and/or direction to roles at same or lower level
Communication, Customer Service & Interpersonal Skills	 Capable of anticipating and responding to more difficult customer queries Treats patrons as important individuals Confidently interacts with others providing effective direction, feedback and support Ability to advise peers and patrons on specific information and procedures in functional area
Knowledge & Proficiency	 Understanding of YMCA, including other programs and functions, at a Branch level Awareness of YMCA at an organisational level Specialist knowledge and proficiency in the area of responsibility

In addition to the above General Skills, Qualifications & Experience for this Grade, refer to the following specific Skills, Qualifications & Experience that apply to the indicative roles listed

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Administration / Finance Area Stream – Senior Admin / Accounts Officer	
Technical Skills / Knowledge	 Advanced clerical duties May be responsible for guidance of other employees and may check and allocate their work responsible for sales and marketing Assisting in training and supervision of employees of a lower grade(s)
Training, Qualifications and Experience	 May require formal qualifications in one or more disciplines at Certificate or above level Recognised experience in complex duties Requires previous industry experience First Aid Level 1 or 2 and/or CPR (for roles with direct customer contact)
Duty Management / Supervisors Area Strea	am – Duty Supervisor
Technical Skills / Knowledge	 Acts with the authority of the Branch Manager Responsible for daily shift management and supervision of support staff within a specific work area or YMCA Branch Staff support and direction are directly related to work performance and related technical issues Training, leading and mentoring are an integral and major focus of this role Specific understanding of operations and the ability to coordinate work across a number of areas. Effective conflict resolution skills Anticipates and is proactive in safety management Ability to direct, deploy and gain cooperation of staff team
Training, Qualifications and Experience	 May require relevant experience First Aid Level 1 or CPR (for roles with direct customer contact) May require Area Warden qualification Mat require Risk Management experience
Operations / Maintenance Area Stream – M	laintenance Coordinator
Technical Skills / Knowledge	 Receiving, storing and distributing goods Assisting in the training, coordination and supervision of employees of lower grades Performance of routine repair work and maintenance and other general duties such as gardening Stock control, ordering and the receipt, delivering and reordering of goods within Cleaning and Maintenance area
Training, Qualifications and Experience	 May require relevant experience First Aid Level 1 or CPR (for roles with direct customer contact) May require Area Warden qualification May require Risk Management experience

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YMCA Grade	Camping & Accommodation Grade Five
Indicative Roles	Administration Coordinator, Program Coordinator
Level of Supervision / Autonomy	Works autonomously under general supervision
Complexity of Role	 Responsible and positive leadership role within a team Application of specialist knowledge in functional area
Decision Making, Problem Solving & Accountability	 Suggests ideas and solutions to achieve established outcomes Ability to adapt, re-organise and respond to individuals needs Applies specialist knowledge to solve problems
Communication, Customer Service & Interpersonal Skills	 Resolves complex inquiries and incidents by providing information, support and advice Identifies specific issues to be referred to senior staff Communicates clearly with staff and supervisors Has the ability to provide information and collaborative advice when required Ability to consult appropriately with Branch peers and patrons and provide honest, professional feedback and support
Knowledge & Proficiency	 Understands philosophy and culture of YMCA Has extensive knowledge of YMCA programs, services and professional development opportunities Can clearly articulate the Y's point of difference Demonstrated specialist knowledge and proficiency in the area of responsibility
	Is, Qualifications & Experience for this Grade, refer to the following specific Skills, Qualifications & Experience that apply to the indicative roles listed
Administration / Finance Area Stream – Ac Technical Skills / Knowledge	 Trains and coordinates the work of front office and/or other clerical staff Requires comprehensive computer, accounts and administration skills Creating and maintaining files (both electronic and manual) in accordance with policies and procedures Capable of accurate and timely entry of data Required to undertake a range of administration / accounts functions including but not limited to the areas of; Memberships, Finance and Payroll / HR
Training, Qualifications and Experience	 Appropriate level of training Relevant experience
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Programs Area Stream – Program Coordinator	
Technical Skills / Knowledge	 Ability to develop, plan and coordinate programs specific to areas of responsibility Supervision of employees of a lower grade including work allocation, rostering and guidance Ability to identify, adapt and manage the daily plans, tasks and procedures to achieve best practice program outcomes. May be responsible for the work performed by others May be required to undertake industry networking
Training, Qualifications and Experience	 May require formal qualifications in one or more disciplines at Certificate or above level Requires previous industry experience First Aid Level 1 or 2 and/or CPR (for roles with direct customer contact)

YMCA Grade	Camping & Accommodation Grade Six
Indicative Roles	Catering Coordinator
Level of Supervision / Autonomy	 Works autonomously under general direction Responsible for the leadership, direction and deployment of staff
Complexity of Role	 Knowledge of requirements for compliance with best practice procedures, industry guidelines and legislative requirements in functional area Recognise and appropriately respond to incidents and emergencies
Decision Making, Problem Solving & Accountability	 Proactively suggests ideas and solutions to improve operation and performance of the Branch Applies specialist knowledge to solve problems
Communication, Customer Service & Interpersonal Skills	 Uses sound communication skills to negotiate with staff, peers and facility users in a supervisory capacity Ability to promptly and appropriately direct, support and encourage staff to ensure best practice and full compliance with mandatory policy and procedures Capacity to tender information and provide collaborative advice and support Capacity to use persuasion and conflict mgt skills Ability to consult with staff outside the specific work area Ability to obtain cooperation amongst staff and members of the community to achieve objectives
Knowledge & Proficiency	 Intentionally works within the framework of YMCA philosophy and culture and is an exemplary role model Demonstrated specialist knowledge and proficiency in the area of responsibility

In addition to the above General Skills, Qualifications & Experience for this Grade, refer to the following specific Skills, Qualifications & Experience that apply to the indicative roles listed

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Catering Area Stream – Catering Coordinator	
Technical Skills / Knowledge	 Specialised kitchen duties Specialised cooking skills Planning and coordinating menu's, stock ordering and rosters Coordinating the preparation, cooking and serving of meals Monitoring, ordering and stock control Implementing food safety systems and risk management systems Provide supervision and direction to roles at same or lower level Training of other cooks and employees of a lower grade
Training, Qualifications and Experience	 Appropriate level of training Relevant experience First Aid Level 1 or 2 and/or CPR (for roles with direct customer contact) Requires Food Safety Supervisor Certificate

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SENIOR & SPECIALIST STRUCTURE

YMCA Grade	Specialist & Senior Grade One
Indicative Roles	Team Leader, Recreation Program Leader, School Service Officer, Learning & Engagement Officer, Events & Program Officer, Disability Worker, Community Clothing Driver
Level of Supervision / Autonomy	 Works autonomously under general direction Possesses reasonable autonomy in determining operational work priorities and schedules against defined plans and priorities Leads and directs staff in area
Complexity of Role	 Lead and undertake a range of operational tasks Program or Service based focus Typically a substantial service delivery role May provide some assistance with strategic planning, estimating and budgeting, derived from operational responsibilities Monitoring work flows and develops local strategies or work practices
Decision Making, Problem Solving & Accountability	 Capacity to resolve work issues with minimal reference to Supervisor Demonstrates resourcefulness in contributing to improvements and solving problems in work area Using existing knowledge, skills and experience, consistently adapts the way work is organised and modifies existing practices Established procedures and guidelines are usually in place to enable resolution of problems. However, the position will be expected to analyse circumstances and make practical judgments and decisions to solve problems within the parameters of the position
Communication, Customer Service & Interpersonal Skills	 Capacity to build relationships with staff team and customers Capacity to obtain the cooperation of staff and members of the community to achieve objectives Posses strong leadership and mentoring skills Capacity to use persuasion and conflict management skills
Knowledge & Proficiency	 Understanding of YMCA as a worldwide movement and intentionally works within the framework of YMCA philosophy and culture Practices and encourages a Development Asset approach to work ethic and in interactions with others Has a comprehensive understanding of the organisation and the role of the position within the Branch Possess specialist professional and/or technical knowledge, understanding and expertise related to the tasks of the work area

In addition to the above General Skills, Qualifications & Experience for this Grade, refer to the following specific Skills, Qualifications & Experience that apply to the indicative roles listed

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Middle Management Area Stream – Team I	_eader
Technical Skills / Knowledge	 Generally leads a small single program or service A high level of knowledge and expertise enables this role to focus on the systems, administration and procedures for the daily function and quality operation of work area Predominantly performs a management role which coordinates tasks, policies, standards, practices and systems within their work area Plans and coordinates the work of staff in their work area Basic business management, reporting and budget monitoring
Training, Qualifications and Experience	 Requires specialist professional and/or technical knowledge, understanding and expertise related to the tasks of the work area. May require qualifications in work area Senior First Aid and CPR
Youth Services Stream	
Technical Skills / Knowledge	 Ability to effectively market / promote programs and services Ability to coordinate young people Ability to engage young people across a variety of settings / programs Ability to hold a medium level of responsibility for the development, implementation and evaluation of programs young people engage in Ability to work in a team environment and assist with a variety of programs and services Basic computer skills
Training, Qualifications and Experience	 Unqualified Relevant experience
Area Stream – Specialist Roles	
Technical Skills / Knowledge	 Provides leadership in specialist discipline A high level of knowledge and expertise enables a focus on the systems, administration and procedures for the daily function and quality operation of specialist area Coordinates tasks, policies, standards, practices and systems of a specialist function Basic business management, reporting and budget monitoring May require basic computer skills
Training, Qualifications and Experience	 Requires specialist professional and/or technical knowledge, understanding and expertise related to specialist area May require a qualification in specialist discipline Senior First Aid and CPR

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YMCA Grade	Specialist & Senior Grade Two
Indicative Roles	Team Leader, Recreation Program Leader, School Service Officer, Learning & Engagement Officer, Events & Program Officer, Outreach Worker, Specialist Program Leader, Community Clothing Driver, Administration Officer, Accounts & Payroll Officer, Executive Assistant, Human Resources Officer
Level of Supervision / Autonomy	 Works autonomously under general direction Possesses reasonable autonomy in determining operational work priorities and schedules against defined plans and priorities Leads and directs staff in area
Complexity of Role	 Lead and undertake a range of operational tasks Program or Service based focus Typically a substantial service delivery role May provide some assistance with strategic planning, estimating and budgeting, derived from operational responsibilities Monitoring work flows and develops local strategies or work practices
Decision Making, Problem Solving & Accountability	 Capacity to resolve work issues with minimal reference to Supervisor Demonstrates resourcefulness in contributing to improvements and solving problems in work area Using existing knowledge, skills and experience, consistently adapts the way work is organised and modifies existing practices Established procedures and guidelines are usually in place to enable resolution of problems. However, the position will be expected to analyse circumstances and make practical judgments and decisions to solve problems within the parameters of the position
Communication, Customer Service & Interpersonal Skills	 Capacity to build relationships with staff team and customers Capacity to obtain the cooperation of staff and members of the community to achieve objectives Posses strong leadership and mentoring skills Capacity to use persuasion and conflict management skills
Knowledge & Proficiency	 Understanding of YMCA as a worldwide movement and intentionally works within the framework of YMCA philosophy and culture Practices and encourages a Development Asset approach to work ethic and in interactions with others Has a comprehensive understanding of the organisation and the role of the position within the Branch Possess specialist professional and/or technical knowledge, understanding and expertise related to the tasks of the work area
In addition to the above General Sk	ills, Qualifications & Experience for this Grade, refer to the following specific Skills, Qualifications & Experience that apply to the indicative roles listed

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Middle Management Area Stream – Team Leader	
Technical Skills / Knowledge	 Generally leads a large single program or service A high level of knowledge and expertise enables this role to focus on the systems, administration and procedures for the daily function and quality operation of work area Predominantly performs a management role which coordinates tasks, policies, standards, practices and systems within their work area Plans and coordinates the work of staff in their work area Basic business management, reporting and budget monitoring
Training, Qualifications and Experience	 Requires specialist professional and/or technical knowledge, understanding and expertise related to the tasks of the work area May require qualifications in work area Senior First Aid and CPR
Area Stream - Youth Services	
Technical Skills / Knowledge	 Demonstrates the ability to effectively market / promote programs and services Demonstrates the ability to coordinate young people Demonstrates the ability to engage young people across a variety of settings / programs Demonstrates the ability to hold a medium level of responsibility for the development, implementation and evaluation of programs young people engage in Demonstrates the ability to work in a team environment and assist with a variety of programs and services Basic computer skills
Training, Qualifications and Experience	 Unqualified Extensive experience in work area
Area Stream – Specialist Roles	
Technical Skills / Knowledge	 Provides leadership in specialist area A high level of knowledge and expertise enables a focus on the systems, administration and procedures for the daily function and quality operation of specialist area Coordinates tasks, policies, standards, practices and systems of a specialist function Basic business management, reporting and budget monitoring Basic computer skills

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Training, Qualifications and Experience

YMCA Grade	Specialist & Senior Grade Three
Indicative Roles	Coordinator, Administration Officer (Training, HR, Accounts, Payroll), Executive Assistant, Community Liaison Officer, Recreation Program Coordinator, School Service Officer, Learning & Engagement Officer, Events & Program Officer, Outreach Worker, Specialist Program Coordinator
Level of Supervision / Autonomy	 Works autonomously under broad direction against the achievement of broad objectives set by the organisation Substantial autonomy in determining operational work priorities and schedules against defined plans and priorities Accountable for the management and output of staff in area
Complexity of Role	 Maintain, extend and develop programs or services specific to areas of responsibility Branch based focus Coordinates staff in areas of responsibility Typically a low level of service delivery role Capable of undertaking and adhering to budget requirements Participates in the planning process
Decision Making, Problem Solving & Accountability	 Significant independence displayed in determining the appropriate course of action Demonstrates resourcefulness in contributing to improvements and solving problems in work area Comply with current operational and management procedures while being challenged for constant improvement Able to apply specialist knowledge of area of responsibility to design, review and develop systems and procedures May be required to coordinate and lead staff at lower levels
Communication, Customer Service & Interpersonal Skills	 Possess skills to build relationships with staff team and customers Skills as a leader and effective mentor Capacity to use negotiation skills to influence others to adopt particular procedures, methods or strategies about which there may be conflicting interests and opinions Capacity to network and represent organisation

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In addition to the above General Skill Middle Management Area Stream – Coordi	 Is a YMCA program champion and can clearly articulate the YMCA philosophy and culture Is a Developmental Assets champion within the Branch Possess extensive knowledge and level of proficiency in the area of responsibility Is, Qualifications & Experience for this Grade, refer to the following specific Skills, Qualifications & Experience that apply to the indicative roles listed
Technical Skills / Knowledge	 Generally coordinates a single program or service or small multiple programs or services A high level of knowledge and expertise enables this role to focus on the systems, administration and procedures for the daily function and quality operation of work area Undertakes budget development, monitoring and reporting Focus on maintaining, extending and developing program or service Coordinate the finance, human resource and program or service functions and achieve objectives within the Branch business plan
Qualifications and / or Experience	 May require formal qualifications in work area Requires experiences in a leadership role Senior First Aid and CPR
Youth Services Area Stream	
Technical Skills / Knowledge	 Demonstrates the ability to effectively market / promote programs and services, with proven record in outcomes Demonstrates the ability to coordinate young people Demonstrated ability to identify, plan and develop programs and/or services that benefit young people and their communities Demonstrated ability to evaluate and develop programs and/or services for the benefit of young people and their communities Demonstrates the ability to work in a team environment and assist with a variety of programs and services Ability to identify and recruit young people for opportunities that add value to their lives; including UNO-Y and Future Leaders programs High level of ability to engage young people across a variety of settings / programs Holds a medium-to-high level of responsibility for the development, implementation and evaluation of programs young people engage in Comprehensive computer skills and knowledge May be required to undertake Project Management roles with a medium-to high level of responsibility; including the ability to manage budget / funds and produce required outcomes / meet targets
Training, Qualifications and Experience	 Certificate IV in Youth Work or equivalent Substantial experience

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Specialist Area Stream	
Technical Skills / Knowledge	 Generally coordinates a specialist program or service A high level of knowledge and expertise enables a focus on the systems, administration and procedures for the daily function and quality operation of specialist area Undertakes budget development, monitoring and reporting Focus on maintaining, extending and developing specialist area Coordinate the specialist area functions and achieve objectives of the specialist area program or service Competent in computer knowledge and skills
Qualifications and / or Experience	 Relevant experience in specialist area Requires high level specialist professional and/or technical knowledge, understanding and expertise related to specialist area May require formal qualification Senior First Aid and CPR

YMCA Grade	Specialist & Senior Grade Four
Indicative Roles	Coordinator, Administration Officer (Training, HR, Accounts, Payroll), Executive Assistant, Body Corporate Accounts Officer, Community Liaison Officer, School Service Officer, Learning & Engagement Officer, Events & Program Officer, Outreach Worker, Specialist Program Coordinator, Service Coordinator
Level of Supervision / Autonomy	 Works autonomously under broad direction against the achievement of broad objectives set by the organisation Substantial autonomy in determining operational work priorities and schedules against defined plans and priorities Accountable for the management and output of staff in area
Complexity of Role	 Maintain, extend and develop programs or services specific to areas of responsibility Branch based focus Coordinates staff in areas of responsibility Typically a low level of service delivery role Capable of undertaking and adhering to budget requirements Participates in the planning process
Decision Making, Problem Solving & Accountability	 Significant independence displayed in determining the appropriate course of action Demonstrates resourcefulness in contributing to improvements and solving problems in work area Comply with current operational and management procedures while being challenged for constant improvement Able to apply specialist knowledge of area of responsibility to design, review and develop systems and procedures May be required to coordinate and lead staff at lower levels

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Communication, Customer Service & Interpersonal Skills Knowledge & Proficiency	 Possess skills to build relationships with staff team and customers Skills as a leader and effective mentor Capacity to use negotiation skills to influence others to adopt particular procedures, methods or strategies about which there may be conflicting interests and opinions Capacity to network and represent organisation Is a YMCA program champion and can clearly articulate the YMCA philosophy and culture Is a Developmental Assets champion within the Branch Possess extensive knowledge and level of proficiency in the area of responsibility
	s, Qualifications & Experience for this Grade, refer to the following specific Skills, Qualifications & Experience that apply to the indicative roles listed
Middle Management Area Stream – Coordi	nator
Technical Skills / Knowledge	 Generally coordinates multiple programs or services A high level of knowledge and expertise enables this role to focus on the systems, administration and procedures for the daily function and quality operation of work area Undertakes budget development, monitoring and reporting Focus on maintaining, extending and developing program or service Coordinate the finance, human resource and program or service functions and achieve objectives within the Branch business plan
Qualifications and / or Experience	 May require formal qualifications in work area Requires experiences in a leadership role Senior First Aid and CPR
Youth Services Area Stream	
Technical Skills / Knowledge	 Possess highly developed leadership skills and demonstrates these skills at all times across a range of settings Demonstrates the ability to effectively market / promote programs and services, with proven record in outcomes Demonstrated skills in the coordination of young people
	 Proven record in ability to identify, plan and develop programs and/or services that benefit young people and their communities
	Proven record in ability to effectively evaluate and develop programs and/or services for the benefit of young people and their communities
	 Demonstrates the ability to work in a team environment and assist with a variety of programs and services Proven record in the identification and recruitment of young people for opportunities that add value to their lives; including UNO-Y and Future Leaders programs
	 High level of ability to engage young people across a variety of settings / programs Holds a high level of responsibility for the development, implementation and evaluation of programs young people engage in Comprehensive computer skills and knowledge
	May be required to undertake Project Management roles with a medium-to high level of responsibility; including the ability to manage budget / funds and produce required outcomes / meet targets

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Training, Qualifications and Experience	 Certificate IV in Youth Work or equivalent Substantial experience
Area Stream – Specialist Roles	
Technical Skills / Knowledge	 Coordinates a specialist program or service A high level of knowledge and expertise enables a focus on the systems, administration and procedures for the daily function and quality operation of specialist area Undertakes budget development, monitoring and reporting Focus on maintaining, extending and developing specialist area Coordinate the specialist area functions and achieve objectives of the specialist area program or service Competent in computer knowledge and skills
Training, Qualifications and Experience	 Demonstrated relevant experience in specialist area Requires high level specialist professional and/or technical knowledge, understanding and expertise related to specialist area May require formal qualification Senior First Aid and CPR

YMCA Grade	Specialist & Senior Grade Five
Indicative Roles	Coordinator, Administration Officer (Training, Accounts, Payroll), Executive Assistant, Payroll Supervisor, Body Corporate Accounts Officer, Human Resources Officer, IT Systems Officer, Community Liaison Officer, School Service Coordinator, Learning & Engagement Coordinator, Events & Program Coordinator, Specialist Program Coordinator, Service Coordinator
Level of Supervision / Autonomy	 Works autonomously under broad direction against the achievement of broad objectives set by the organisation Substantial autonomy in determining operational work priorities and schedules against defined plans and priorities Accountable for the management and output of staff in area
Complexity of Role	 Maintain, extend and develop programs or services specific to areas of responsibility Branch based focus Coordinates staff in areas of responsibility Typically a low level of service delivery role Capable of undertaking and adhering to budget requirements Participates in the planning process

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Decision Making, Problem Solving & Accountability	 Significant independence displayed in determining the appropriate course of action Demonstrates resourcefulness in contributing to improvements and solving problems in work area Comply with current operational and management procedures while being challenged for constant improvement Able to apply specialist knowledge of area of responsibility to design, review and develop systems and procedures May be required to coordinate and lead staff at lower levels
Communication, Customer Service & Interpersonal Skills	 Possess skills to build relationships with staff team and customers Skills as a leader and effective mentor Capacity to use negotiation skills to influence others to adopt particular procedures, methods or strategies about which there may be conflicting interests and opinions Capacity to network and represent organisation
Knowledge & Proficiency	 Is a YMCA program champion and can clearly articulate the YMCA philosophy and culture Is a Developmental Assets champion within the Branch Possess extensive knowledge and level of proficiency in the area of responsibility
In addition to the above General Skil	ls, Qualifications & Experience for this Grade, refer to the following specific Skills, Qualifications & Experience that apply to the indicative roles listed
Middle Management Area Stream – Coordi	
Technical Skills / Knowledge	 Generally coordinates larger multiple programs or services A high level of knowledge and expertise enables this role to focus on the systems, administration and procedures for the daily function and quality operation of work area Undertakes budget development, monitoring and reporting Focus on maintaining, extending and developing program or service Coordinate the finance, human resource and program or service functions and achieve objectives within the Branch business plan
Training, Qualifications and Experience	 May require formal qualifications in work area Requires experiences in a leadership role Senior First Aid and CPR

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Youth Services Area Stream	
Technical Skills / Knowledge	 Possess highly developed leadership skills and demonstrates these skills at all times across a range of settings Demonstrates the ability to effectively market / promote programs and services, with proven record in outcomes Demonstrated skills in the coordination of young people Proven record in ability to identify, plan and develop programs and/or services that benefit young people and their communities Proven record in ability to effectively evaluate and develop programs and/or services for the benefit of young people and their communities Demonstrates a high level of ability to work in a team environment and assist with a variety of programs and services Proven record in the identification and recruitment of young people for opportunities that add value to their lives; including UNO-Y and Future Leaders programs High level of ability to engage young people across a variety of settings / programs Holds a high level of responsibility for the development, implementation and evaluation of programs young people engage in Comprehensive computer skills and knowledge Required to identify, develop and undertake Project Management roles with a high level of responsibility; including the ability to manage budget / funds and produce required outcomes / meet targets Ability to undertake administration tasks that may include: budget management, financial duties, compliance requirements Ability to undertake human resource tasks that may include: meeting and training coordination, supervision duties, mentoring roles
Qualifications and / or Experience	 Certificate IV in Youth Work or equivalent Substantial experience
Area Stream - Specialist Roles	
Technical Skills / Knowledge	 Coordinates and provides advice in a specialist program or service A high level of knowledge and expertise enables a focus on the systems, administration and procedures for the daily function and quality operation of specialist area Undertakes budget development, monitoring and reporting Focus on maintaining, extending and developing specialist area Coordinate the specialist area functions and achieve objectives of the specialist area program or service Competent in computer knowledge and skills
Training, Qualifications and Experience	 Demonstrated relevant experience in specialist area Requires high level specialist professional and/or technical knowledge, understanding and expertise related to specialist area May require formal qualification Senior First Aid and CPR

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YMCA Grade	Specialist & Senior Grade Six
Indicative Roles	Director, Human Resources Officer, Community Liaison Officer, Head Curator
Level of Supervision / Autonomy	 Works autonomously under broad to strategic direction in relation to work priorities and practices Overall management responsibility and accountability for work area
Complexity of Role	 Manages programs or services in work area and contributes to driving the business forward Organisational based focus Focus on objectives rather than procedures May be required to undertake Finance, HR, OHS responsibilities Generally manages a single program or service Typically a low level of service delivery role Capable of managing budget requirements Ability to undertake business and strategic planning
Decision Making, Problem Solving & Accountability	 Responsible for development and implementation of programs or services under area of responsibility Able to apply high level knowledge of area of responsibility to conceptualise, design, review and develop systems and procedures Responsible for the delivery of objectives for their work area and performance against the approved business plan and budget with a high level of accountability May be required to lead and manage staff at lower levels
Communication, Customer Service & Interpersonal Skills	 Possess skills to build relationships with staff team and customers Possess influencing and negotiation skills Ability to train, mentor and lead others Possesses sound advocacy skills Demonstrates effective industry networking skills and ability to represent organisation Influences the development of operational strategies and resource allocation and provides advice which initiates new developments in policy, practice and precedent
Knowledge & Proficiency	 Practices, lives and encourages YMCA philosophy and culture Provide advice and recommendations with a view to optimising community participation Possess high level of knowledge and proficiency in the area of responsibility
In addition to the above General Sk	cills, Qualifications & Experience for this Grade, refer to the following specific Skills, Qualifications & Experience that apply to the indicative roles listed

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Middle Management Area Stream - Directo	r
Technical Skills / Knowledge	 Oversees an Area at a large Branch or multiple areas at a medium size Branch Participates and contributes to development of the operation and function within a Branch to drive the business forward Within broad policy objectives, manage all aspects of programs or services under area of responsibility Deliver objectives that impact on the financial, human resource and program, service and operational aspects of the Branch There will be substantial diversity in knowledge, skill and experience required for this role
Training, Qualifications and Experience Area Stream – Specialist Roles	 May require formal qualifications in work area Requires experience in the management of programs and administration Requires experiences in a management role which coordinates tasks, policies, standards, practices and systems Senior First Aid and CPR
Area Stream - Specialist Roles	
Technical Skills / Knowledge	 Oversees a specialist area at a large Branch or multiple medium size Branches Participates and contributes to development of the specialist function within a Branch to drive the business forward Within broad policy objectives, manage all aspects of the specialist area of responsibility Deliver on specialist area objectives that impact on operational areas of the Branch Substantial specialist knowledge and skill required for this role Comprehensive computer skills and knowledge of applications
Training, Qualifications and Experience	 Formal qualification in specialist area generally required Substantial experience in specialist discipline required Requires experiences in a management role which coordinates tasks, policies, standards, practices and systems relevant to the specialist area Senior First Aid and CPR

YMCA Grade	Specialist & Senior Grade Seven
Indicative Roles	Director, Accountant, Human Resources Officer, Community Liaison Officer
Level of Supervision / Autonomy	 Works autonomously under broad to strategic direction in relation to work priorities and practices Overall management responsibility and accountability for work area

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Complexity of Role	 Manages programs or services in work area and contributes to driving the business forward Organisational based focus Focus on objectives rather than procedures May be required to undertake Finance, HR, OHS responsibilities Generally manages a single program or service Typically a low level of service delivery role Capable of managing budget requirements Ability to undertake business and strategic planning
Decision Making, Problem Solving & Accountability	 Responsible for development and implementation of programs or services under area of responsibility Able to apply high level knowledge of area of responsibility to conceptualise, design, review and develop systems and procedures Responsible for the delivery of objectives for their work area and performance against the approved business plan and budget with a high level of accountability May be required to lead and manage staff at lower levels
Communication, Customer Service & Interpersonal Skills	 Possess skills to build relationships with staff team and customers Possess influencing and negotiation skills Ability to train, mentor and lead others Possesses sound advocacy skills Demonstrates effective industry networking skills and ability to represent organisation Influences the development of operational strategies and resource allocation and provides advice which initiates new developments in policy, practice and precedent
Knowledge & Proficiency	 Practices lives and encourages YMCA philosophy and culture Provide advice and recommendations with a view to optimising community participation Possess high level of knowledge and proficiency in the area of responsibility
In addition to the above General Ski Middle Management Stream – Director	lls, Qualifications & Experience for this Grade, refer to the following specific Skills, Qualifications & Experience that apply to the indicative roles listed
Technical Skills / Knowledge	 Oversees an Area at a large Branch Participates and contributes to development of the operation and function within a Branch to drive the business forward Within broad policy objectives, manage all aspects of programs or services under area of responsibility Deliver objectives that impact on the financial, human resource and program, service and operational aspects of the Branch There will be substantial diversity in knowledge, skill and experience required for this role

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Training, Qualifications and Experience	 May require formal qualifications in work area Requires experience in the management of programs and administration Requires experiences in a management role which coordinates tasks, policies, standards, practices and systems Senior First Aid and CPR
Area Stream - Specialist Roles	
Technical Skills / Knowledge	 Oversees a specialist area at a large Branch Participates and contributes to development of the specialist function within a Branch to drive the business forward Within broad policy objectives, manage all aspects of the specialist area of responsibility Deliver on specialist area objectives that impact on operational areas Substantial specialist knowledge and skill required for this role Comprehensive computer skills & knowledge of applications
Training, Qualifications and Experience	 Formal qualification in specialist area generally required Substantial experience in specialist discipline Requires experiences in a management role which coordinates tasks, policies, standards, practices and systems relevant to the specialist area Senior First Aid and CPR

YMCA Grade	Specialist & Senior Grade Eight
Indicative Roles	Director, Accountant, Senior Community Liaison Officer
Level of Supervision / Autonomy	 Works autonomously under broad to strategic direction in relation to work priorities and practices Overall management responsibility and accountability for work area
Complexity of Role	 Manages programs or services in work area and contributes to driving the business forward Organisational based focus Focus on objectives rather than procedures May be required to undertake Finance, HR, OHS responsibilities Generally manages a single program or service Typically a low level of service delivery role Capable of managing budget requirements Ability to undertake business and strategic planning

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Decision Making, Problem Solving & Accountability	 Responsible for development and implementation of programs or services under area of responsibility Able to apply high level knowledge of area of responsibility to conceptualise, design, review and develop systems and procedures Responsible for the delivery of objectives for their work area and performance against the approved business plan and budget with a high level of accountability May be required to lead and manage staff at lower levels
Communication, Customer Service & Interpersonal Skills	 Possess skills to build relationships with staff team and customers Possess influencing and negotiation skills Ability to train, mentor and lead others Possesses sound advocacy skills Demonstrates effective industry networking skills and ability to represent organisation Influences the development of operational strategies and resource allocation and provides advice which initiates new developments in policy, practice and precedent
In addition to the above General Skil Middle Management Stream – Director	 Practices lives and encourages YMCA philosophy and culture Provide advice and recommendations with a view to optimising community participation Possess high level of knowledge and proficiency in the area of responsibility
Technical Skills / Knowledge	 Centre director or second in charge of large Branch or cluster specialists Participates and contributes to development of the operation and function within a Branch to drive the business forward Within broad policy objectives, manage all aspects of programs or services under area of responsibility Deliver objectives that impact on the financial, human resource and program, service and operational aspects of the Branch There will be substantial diversity in knowledge, skill and experience required for this role
Training, Qualifications and Experience	 May require formal qualifications in work area Requires experience in the management of programs and administration Requires experiences in a management role which coordinates tasks, policies, standards, practices and systems Senior First Aid and CPR

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Area Stream – Specialist Roles	
Technical Skills / Knowledge	 Oversees a specialist area at a large Branch and or cluster specialists across Branches Participates and contributes to development of the specialist function within a Branch or across Branches to drive the business forward Within broad policy objectives, manage all aspects of the specialist area of responsibility Deliver on specialist area objectives that impact on operations Displays extensive specialist knowledge and skill required for this role Comprehensive computer skills and knowledge of applications
Training, Qualifications and Experience	 Formal qualification in specialist area required Extensive demonstrated experience in specialist discipline Requires experiences in a management role which coordinates tasks, policies, standards, practices and systems relevant to the specialist area Senior First Aid and CPR

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SESSIONAL GRADES STRUCTURE

Aquatics Area Stream – Aqua Aerobics Lea	ader
Technical Skills / Knowledge	 Clear understanding of YMCA approach and philosophy Interacts with participants providing effective direction, feedback and support Where necessary can make modifications to existing processes and procedures Keeps accurate attendance records Complies with industry best practice, guidelines and legislative requirements in relation to aqua exercise Demonstrated commitment to ongoing personal and professional development Recognises and appropriate response to incidents and emergency situations
Training, Qualifications and Experience	 Current Aqua Exercise Leaders certificate Current CPR Current rescue competence
Grade Range	SE 1 – 15
Progression through Grade Range	Based on Skills, Qualifications and Experience
Aquatics Area Stream – Swim Coach (Sing	le Discipline)
Technical Skills / Knowledge	 Clear understanding of YMCA approach and philosophy Interacts with participants providing effective direction, feedback and support Where necessary can make modifications to existing processes and procedures Keeps accurate attendance records Complies with industry best practice, guidelines and legislative requirements Demonstrated commitment to ongoing personal and professional development Recognises and appropriate response to incidents and emergency situations
Technical Skills / Knowledge Training, Qualifications and Experience	 Interacts with participants providing effective direction, feedback and support Where necessary can make modifications to existing processes and procedures Keeps accurate attendance records Complies with industry best practice, guidelines and legislative requirements Demonstrated commitment to ongoing personal and professional development
_	 Interacts with participants providing effective direction, feedback and support Where necessary can make modifications to existing processes and procedures Keeps accurate attendance records Complies with industry best practice, guidelines and legislative requirements Demonstrated commitment to ongoing personal and professional development Recognises and appropriate response to incidents and emergency situations Current base level aquatic coaching certificate (ASCTA, Australian swimming) Current CPR

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Aquatics Area Stream – Swim Coach (Multiple Discipline)	
Technical Skills / Knowledge	 Clear understanding and implementation of YMCA approach and philosophy Effective role model Interacts with participants providing effective direction, feedback and support Confidently makes modifications to existing processes and procedures to improve quality Keeps accurate attendance records Complies with industry best practice, guidelines and legislative requirements Demonstrated commitment to ongoing personal and professional development Recognises and appropriate response to incidents and emergency situations
Training, Qualifications and Experience	 Current Silver license coach or above in aquatic coaching certificate (ASCTA, Australian swimming) Current coaching certificate for triathlon or biathlon disciplines Current CPR Current rescue competence
Grade Range	SE 8 – 11
Progression through Grade Range	Based on Skills, Qualifications and Experience
Health & Wellness Area Stream – Circuit	
Technical Skills / Knowledge	 Ability to lead a group of people Capable of providing health and fitness advice to customers Knowledge of equipment function and safety Capable of sound demonstration of exercise technique
Training, Qualifications and Experience	 Requires Certificate III Fitness Instructor CPR First Aid Level 2 Requires Kinect / Fitness Australia Personal Trainer Registration Recommendation – has completed at least 6 months Health Club Instruction
Grade Range	SE 1 – 6
Progression through Grade Range	Based on Skills, Qualifications and Experience

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Health & Wellness Area Stream – Challenge Fitness Camp	
Technical Skills / Knowledge	 Ability to lead and motivate large groups of people Ability to plan and follow session outlines as per challenge fitness manual Ability to communicate to a group of people
Training, Qualifications and Experience	 As Personal Trainer Level 1 PLUS current YMCA challenge fitness camp update Recommendation – PT experience, circuit class instruction or Group exercise instruction experience
Grade Range	SE 1 – 6
Progression through Grade Range	Based on Skills, Qualifications and Experience
Health & Wellness Area Stream – Exercise	Physiologist
Technical Skills / Knowledge	 Health Instructor Plus Deliver exercise programs / care plans to high risk clients Rehabilitation services to clients Ability to liaise health professionals Deliver sessions under the Medicare benefits scheme Conduct educations sessions to YMCA Health Club instructors
Training, Qualifications and Experience	 Appropriate post-graduate degree in exercise science Registration with Australian Exercise and Sports Science First Aid Level 2 / CPR
Grade Range	SE 6 – 10
Progression through Grade Range	Based on Skills, Qualifications and Experience
Health & Wellness Area Stream – Group Fit	tness Instructor
Technical Skills / Knowledge	 Capable of conducting safe, appropriate and stimulating group fitness classes within the class format May include Pryme Movers, Yoga and Pilates Ability to communicate effectively with class participants of all abilities Ability to adapt a class to suit various abilities Ability to comply with emergency evacuation

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Training, Qualifications and Experience	 Certificate III in Fitness or equivalent Les Mills Accreditation if conduct class type Current CPR First Aid Level 2 desirable and recommended
Grade Range	SE 4 – 11
Progression through Grade Range	Based on Skills, Qualifications and Experience
Health & Wellness Area Stream - Personal	Trainer (Level One)
Technical Skills / Knowledge	 Health and Wellness Instructor PLUS Ability to conduct one on one and group personal training sessions Capable of maintaining responsibility for assigned clients Ability to write advanced exercise programs
Training, Qualifications and Experience	 Requires Certificate III & IV Fitness Instructor CPR Level 2 First Aid Requires Kinect / Fitness Australia Personal Trainer Registration Less than one year of PT experience
Grade Range	SE 1 -2
Progression through Grade Range	Based on Skills, Qualifications and Experience
Health & Wellness Area Stream – Personal	Trainer (Level Two)
Technical Skills / Knowledge	 Ability to conduct one on one and group personal training sessions Capable of maintaining responsibility for assigned clients Ability to write advanced exercise programs Rehabilitation services to clients Ability to liaise health professionals
Training, Qualifications and Experience	 Plus additional qualification such as Boxing Has more than 12 months experience
Grade Range	SE 3 – 4
Progression through Grade Range	Based on Skills, Qualifications and Experience
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Health & Wellness Area Stream – Personal	Trainer (Level Three)
Technical Skills / Knowledge	 Health and Wellness Instructor / Personal Trainer Level 1 & 2 plus able to complete yoga, Pilates and rehabilitation Deliver exercise programs / care plans to high risk clients Deliver elite sport specific programming Provide detailed nutrition advice Rehabilitation services to clients Ability to liaise health professionals Conduct educations sessions to YMCA Health Club instructors
Training, Qualifications and Experience	 Plus relevant Yoga, Pilates or Rehabilitation qualifications Has more than 24 months experience
Grade Range	SE 5 – 6
Progression through Grade Range	Based on Skills, Qualifications and Experience
Health & Wellness Area Stream – Personal	Trainer 1:2 ratio
Technical Skills / Knowledge	As level 1, able to conduct a Personal Training Session for 2 people
Training, Qualifications and Experience	As Level 1
Grade Range	SE 5 - 7
Progression through Grade Range	Based on Skills, Qualifications and Experience
Health & Wellness Area Stream – Personal	Trainer 1:3+ ratio
Technical Skills / Knowledge	As level 1, able to conduct a Personal Training Session for 3 or more people
Training, Qualifications and Experience	As Level 1
Grade Range	SE 7 – 9
Progression through Grade Range	Based on Skills, Qualifications and Experience

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Programs Area Stream – Program Leader	
Technical Skills / Knowledge	 Lead appropriate programs for groups or individuals such as Dance, Tennis, Gymnastics, Outdoor Education and other Programs Ability to identify, adapt and manage the daily plans, tasks and procedures to achieve best practice program outcomes
Training, Qualifications and Experience	May require qualifications in relevant Program Previous experience in relevant Program
Grade Range	SE 1 – 11
Progression through Grade Range	Based on Skills, Qualifications and Experience

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CHILDREN'S SERVICES GRADES STRUCTURE

YMCA Grade	Children's Services Grade One
Indicative Roles	Childcare Educator / OSHC Educator (Unqualified) This role is being phased out and as such, no new staff are to be classified under this grade.
Level of Supervision / Autonomy	Works semi-autonomously under direct supervision
Complexity of Role	Undertakes operational tasks which are routine and clearly defined under established policies and procedures
Decision Making, Problem Solving & Accountability	 Is capable of prioritising work within established routines, methods and procedures Problem solving skills with reference to established policies, practices and procedures. Will sometimes choose between a range of straightforward alternatives Seeks guidance from supervisor with reference to non-standard issues
Communication, Customer Service & Interpersonal Skills	 Capacity to explain basic concepts Accepts and applies instruction and direction from supervisors Capable of responding to customer needs to ensure the quality of service meets agreed standards
Knowledge & Proficiency	 Knowledge of YMCA Victoria Demonstrates operational knowledge and applies it to a moderate range of activities
In addition to the above General Skil	ls, Qualifications & Experience for this Grade, refer to the following specific Skills, Qualifications & Experience that apply to the indicative roles listed
Technical Skills / Knowledge	 Ability to lead and direct the activities which are developmentally appropriate for children Responsible for the implementation of a developmentally appropriate program for individual children and /or groups of children in care Liaise and collaborate with families to provide feedback with reference to children's daily experiences Collaborate with families in an effort to meet specific requirements and individual needs regarding children's individual requirements. Ability to interpret and implement and maintain compliance with the Children's Services Regulations, Children's Services Act and Child Health and Wellbeing Act acts and guidelines Using observation techniques observe children's behaviour, and where there may be cause for concern; collaborate with families and colleagues on re-directing behaviour with appropriate provision for partnerships with children- in an effort for the child to self manage and self direct inappropriate behaviour. At all times it is the educator's responsibility to ensure appropriate role- modelling occurs. Assist with quality assurance requirements as directed.

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Training, Qualifications and Experience	 Minimum training requirements as outlined in the Children's Services Regulations 2009 including first aid, CPR and anaphylaxis training (Section 50, 53, 54 & 55, 60, 63 & 65). Sound knowledge of the learning outcomes as identified in the National Early Years Framework and the Victorian Early Years Learning and Development Framework and / or the Victorian Middle Years Learning and Development Framework.
YMCA Grade	Children's Services Grade Two
Indicative Roles	Childcare Educator / OSHC Educator There are three pay points:
	 Commencement 1 Year 2 Year
	New staff will commence at the "Commencement" paypoint. Progression to the next pay point will be subject to competency at existing level and 12 month's experience with the YMCA at that level (or in the case of employees employed for 19 hours or less per week, 24 months experience with the YMCA). Current staff employed prior to the commencement of this Agreement will automatically transfer to the highest pay point in the Grade.
Level of Supervision / Autonomy	Works autonomously under regular supervision
Complexity of Role	Undertakes a range of operational tasks within established policies and procedures utilising acquired skills and knowledge
Decision Making, Problem Solving & Accountability	 Capable of referencing established policies, practices and procedures; demonstrates an ability to solve a variety of predicable problems relating to immediate work area Identifies problems and refers to the appropriate team member
Communication, Customer Service & Interpersonal Skills	 Accepts and applies instruction and direction from supervisors Has the ability to address and explain curriculum and procedures Approachable personality and welcomes customer feedback Respects other individuals
Knowledge & Proficiency	 Interacts with team members and provides clear verbal instructions that are understood and implemented Works cooperatively as part of a team Understanding of YMCA Victoria Awareness of YMCA at an organisational level Demonstrates and applies basic operational knowledge
In addition to the above General Sk	ills, Qualifications & Experience for this Grade, refer to the following specific Skills, Qualifications & Experience that apply to the indicative roles listed

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Training, Qualifications and Experience	 children's individual requirements. Ability to interpret and implement and maintain compliance with the Children's Services Regulations, Children's Services Act and Child Health and Wellbeing Act acts and guidelines Using observation techniques, observe children's behaviour, and where there may be cause for concern; collaborate with families and colleagues on re-directing behaviour with appropriate provision for partnerships with children- in an effort for the child to self manage and self direct inappropriate behaviour. At all times it is the educator's responsibility to ensure appropriate role- modelling occurs. Assist with quality assurance requirements as directed. Minimum training requirements as outlined in the Children's Services Regulations 2009 including minimum qualifications, first aid, CPR and anaphylaxis training (Section 50, 53, 54 & 55, 60, 63 & 65). Sound knowledge of the learning outcomes as identified in the National Early Years Framework and the
Technical Skills / Knowledge	 Ability to lead and direct the activities of team members engaged in the implementation and evaluation of developmentally appropriate curriculum Responsible for the preparation, implementation and evaluation of a developmentally appropriate program for individual children and /or groups of children in care Establish and maintain observations and developmental records for children in care Liaise and collaborate with families to provide feedback with reference to children's daily experiences. Collaborate with families in an effort to meet specific requirements and individual needs regarding children's individual requirements.

YMCA Grade	Children's Services Grade Two B
Indicative Roles	Supervisor on Duty
	Works autonomously under regular supervision
Level of Supervision / Autonomy	Responsible for the direction and deployment of staff
Complexity of Role	Undertakes a range of operational tasks within established policies and procedures utilising acquired skills and knowledge
	Ability to recognise and appropriately respond to incidents, accidents and emergencies when required
	Capable of referencing established policies, practices and procedures; demonstrates an ability to solve a
Decision Making, Problem Solving &	variety of predicable problems relating to immediate work area
Accountability	Identifies problems and refers to the appropriate team member
Communication, Customer Service &	 Accepts and applies instruction and direction from supervisors
Interpersonal Skills	Has the ability to address and explain curriculum and procedures
	Approachable personality and welcomes customer feedback
	Respects other individuals
	Interacts with team members and provides clear verbal instructions that are understood and implemented
	Works cooperatively as part of a team

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Knowledge & Proficiency Understanding of YMCA Victoria Awareness of YMCA at an organisational level Demonstrates and applies sound operational knowledge Fulfils the requirements and legal duties of a Nominated Supervisor when required with a particular emphasis on the safety and well-being of children and protection from hazards In addition to the above General Skills, Qualifications & Experience for this Grade, refer to the following specific Skills, Qualifications & Experience that apply to the indicative roles listed **Technical Skills / Knowledge** Ability to lead and direct the activities of team members engaged in the implementation and evaluation of developmentally appropriate curriculum in line with the applicable learning framework Responsible for the preparation, implementation and evaluation of a developmentally appropriate program for individual children and /or groups of children in care Establish and maintain observations and developmental records for children in care Liaise and collaborate with families to provide feedback with reference to children's daily experiences. Collaborate with families in an effort to meet specific requirements and individual needs regarding children's individual requirements. Ability to interpret and implement and maintain compliance with the Children's Services Regulations, Children's Services Act, Education and Care National Regulations and Education and Care National Act and Child Health and Wellbeing Act acts and guidelines Using observation techniques, observe children's behaviour, and where there may be cause for concern: collaborate with families and colleagues on re-directing behaviour with appropriate provision for partnerships with children- in an effort for the child to self manage and self direct inappropriate behaviour. At all times it is the educator's responsibility to ensure appropriate role- modelling occurs. Assist with quality assurance requirements as directed. **Training, Qualifications and Experience** Minimum training requirements as outlined in the Children's Services Regulations 2009 including minimum qualifications, first aid, CPR and anaphylaxis and asthma training (Section 50, 53, 54 & 55, 60, 63 & 65). Sound knowledge of the learning outcomes as identified in the National Early Years Framework and the Victorian Early Years Learning and Development Framework and / or the Victorian Middle Years Learning and Development Framework. Or in the case of Outside School Hours Care, holds a primary school teaching qualification or is enrolled and actively studying a diploma level qualification or above

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YMCA Grade	Children's Services Grade Three
Indicative Roles	Childcare Educator / OSHC Educator
	There are three pay points:
	New staff will commence at the "Commencement" paypoint. Progression to the next pay point will be subject to competency at existing level and 12 month's experience with the YMCA at that level (or in the case of employees employed for 19 hours or less per week, 24 months experience with the YMCA). Current staff employed prior to the commencement of this Agreement will automatically transfer to the highest pay point in the Grade.
Level of Supervision / Autonomy	 Works autonomously under general direction Responsible for the leadership, direction and deployment of staff
Complexity of Role	 Knowledge of requirements for compliance with best practice procedures, industry guidelines and legislative requirements in functional area Ability to recognise and appropriately respond to incidents, accidents and emergencies
Decision Making, Problem Solving & Accountability	 Employs a proactive response and implementation to ensure the continuous improvement and performance of sites/ services/ children's services Applies specialist knowledge in order to problem solve and implement solutions
Communication, Customer Service & Interpersonal Skills	 Uses sound communication skills to negotiate with team members, peers and children in a supervisory capacity Ability to promptly and appropriately direct, support and encourage staff to ensure best practice and full compliance with policy, protocol and procedures Ability to consult with team members outside the specific work area Ability to obtain cooperation and facilitate amongst team members and members of the community in order to achieve objectives Capacity to obtain cooperation and facilitate amongst team members and members of the community in order to achieve objectives
Knowledge & Proficiency	 Intentionally works within the framework of YMCA philosophy and culture and is an exemplary role model Demonstrated specialist knowledge and proficiency in the area of responsibility
In addition to the above General Sk	ills, Qualifications & Experience for this Grade, refer to the following specific Skills, Qualifications & Experience that apply to the indicative roles listed

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Technical Skills / Knowledge	 Ability to lead and direct the activities of employees engaged in the implementation and implements reflective practice within developmentally, age/ stage appropriate Children's Services Responsible for the preparation, implementation and reflective practice of developmentally age/ stage appropriate curriculum programs for individual children and groups of children in care Establish and maintain observations for children in care In conjunction with the Children's Services Educator is responsible for the appropriate use of the above observations into the Children's Services curriculum planning, and provides appropriate linkage from these observations, to the implementation of experiences as well as reflective practice. Ability to take responsibility for the day to day management of the service in the temporary absence of the Team Leader / Coordinator Ability to supervise and provide direction for team members Liaise and collaborate with families to provide feedback with reference to children's daily experiences. Collaborate with families in an effort to meet specific requirements and individual needs regarding children's individual requirements Ability to interpret and maintain compliance with the Children's Services Regulations, Children's Services Act and Child Health and Wellbeing Act and other relevant guidelines Using observation techniques, observe children's behaviour, and where there may be cause for concern; collaborate with families and colleagues on re-directing behaviour with appropriate provision for partnerships with children- in an effort for the child to self manage and self direct inappropriate behaviour. At all times it is the educator's responsibility to ensure appropriate role- modelling occurs. Assist with quality assurance requirements as directed.
Training, Qualifications and Experience	 A Diploma Qualified staff member as defined in the Children's Services Regulations as being a teaching staff member, or who has successfully completed a 2 year full time, or part time equivalent post secondary early childhood qualification or: In the case of Outside School Hours Care – a 2 year full time or part time equivalent post secondary childcare or youth recreational qualification or substantially equivalent. Or in the case of Outside School Hours Care, holds a primary school teaching qualification. Minimum training requirements as outlined in the Children's Services Regulations 2009 including minimum qualifications, first aid, CPR and anaphylaxis training (Section 50, 53, 54 & 55, 60, 63 & 65). Sound knowledge of the learning outcomes as identified in the National Early Years Framework and the Victorian Early Years Learning and Development Framework and / or the Victorian Middle Years Learning and Development Framework.

YMCA Grade	Children's Services Grade Three B
Indicative Roles	Supervisor on Duty Works autonomously under general direction
Level of Supervision / Autonomy	 Works autonomously under general direction Responsible for the leadership, direction and deployment of staff
Complexity of Role	 Knowledge of requirements for compliance with best practice procedures, industry guidelines and legislative requirements in functional area Ability to recognise and appropriately respond to incidents, accidents and emergencies

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Decision Making, Problem Solving & Employs a proactive response and implementation to ensure the continuous improvement and **Accountability** performance of sites/ services/ children's services Applies specialist knowledge in order to problem solve and implement solutions Communication, Customer Service & Uses sound communication skills to negotiate with team members, peers and children in a supervisory Interpersonal Skills capacity Ability to promptly and appropriately direct, support and encourage staff to ensure best practice and full compliance with policy, protocol and procedures Ability to consult with team members outside the specific work area Ability to obtain cooperation and facilitate amongst team members and members of the community in order to achieve objectives Capacity to obtain cooperation and facilitate amongst team members and members of the community in order to achieve objectives **Knowledge & Proficiency** Intentionally works within the framework of YMCA philosophy and culture and is an exemplary role model Demonstrated specialist knowledge and proficiency in the area of responsibility Fulfils the requirements and legal duties of a Nominated Supervisor when required with a particular emphasis on the safety and well-being of children and protection from hazards In addition to the above General Skills, Qualifications & Experience for this Grade, refer to the following specific Skills, Qualifications & Experience that apply to the indicative roles listed Technical Skills / Knowledge Coordinate and direct the activities of employees engaged in the implementation and evaluation of the developmentally appropriate curriculum for individual children and groups of children. Contribute through the Director (Centre Manager) to the development and implementation of the centre or services procedures. Responsible for ensuring a safe environment is maintained for both staff and children. Responsible for ensuring that records are maintained accurately for each child in their care, including the appropriate observation methods and implementation of these observations into the daily curriculum planning as outlined in the Children's Services Act. Develop, implement and evaluate daily care routines and effectively adapt these routines to ensure the provision for children's individual needs and requirements. Coordinate centre or service operations including Occupational Health and Safety, program planning, staff training. Responsible for the day-to day management of the centre or service in the temporary absence of the Director (Centre Manager) and for management and compliance with licensing and all statutory and quality assurance issues. Ensure that the centre or services protocols are adhered to. Build, sustain and maintain relationships in order to collaborate with families. Using observation techniques observe children's behaviour, and where there may be cause for concern;

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	 collaborate with families and colleagues on re-directing behaviour with appropriate provision for partnerships with children- in an effort for the child to self manage and self direct inappropriate behaviour. At all times it is the educator's responsibility to ensure appropriate role- modelling occurs. Submission of accurate daily rolls, Childcare Management Systems and vacancy reporting, checking timesheets, staff rosters Contribute to the quality delivery of frontline service delivery to families of the OSHC program. Assist the Director to coordinate incursion and excursion activities as required. Ensure that staff: child supervisory ratios are adhered to, as outlined in the Children's Services Regulations and the Children's Services Act and Education and Care National Regulations and National Act Act as the Primary Nominee for the service, as required. In this instance the representative would also be available onsite. Contribute ideas to the budget and business planning process. Adhere to budget parameters as outlined by the Director. Assist with quality assurance requirements as directed.
Training, Qualifications and Experience	 A Diploma Qualified staff member as defined in the Children's Services Regulations as being a teaching staff member, or who has successfully completed a 2 year full time, or part time equivalent post secondary early childhood qualification or: In the case of Outside School Hours Care – a 2 year full time or part time equivalent post secondary childcare or youth recreational qualification or substantially equivalent. Or in the case of Outside School Hours Care, holds a primary school teaching qualification or is enrolled and actively studying a diploma level qualification or above Minimum training requirements as outlined in the Children's Services Regulations 2009 including minimum qualifications, first aid, CPR and anaphylaxis and asthma training (Section 50, 53, 54 & 55, 60, 63 & 65). Sound knowledge of the learning outcomes as identified in the National Early Years Framework and the Victorian Early Years Learning and Development Framework and / or the Victorian Middle Years Learning and Development Framework

YMCA Grade	Children' Services Grade Four
Indicative Roles	Children's Services / Outside School Hours Care Team Leader E.g. for OSHC would include a Before School Care and/or After School Care program conducted with a Recreation Centre, where the Centre Manager is based on site.
Level of Supervision / Autonomy	 Works autonomously under general direction Possesses reasonable autonomy in determining operational work priorities and schedules against defined plans and priorities Leads and directs team members within specified work area

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Complexity of Role	 Lead and undertake a range of operational tasks Program or Service based focus Typically includes direct service hours May provide some assistance with strategic planning, estimating and budgeting, derived from operational responsibilities Has the capacity to monitoring work flow and develop local strategies or work practices
Decision Making, Problem Solving & Accountability	 Capacity to resolve work issues with minimal reference to Supervisor Demonstrates resourcefulness in contributing to improvements and problem solving within the specified work area Using existing knowledge, skills and experience, consistently adapts the way work is organised and modifies existing practices to align with better practice protocols, as well as The Children's Services Regulations, The Children's Services Act and The Child Health and Wellness Act Established procedures and guidelines are usually in place to enable resolution of problems. However, the position will be expected to analyse circumstances and make practical judgments and decisions to solve problems within the parameters of the position
Communication, Customer Service & Interpersonal Skills	 Capacity to build relationships with team members and families Capacity to obtain cooperation and facilitate amongst team members and members of the community in order to achieve objectives Possesses strong leadership and mentoring skills Capacity to utilise conflict management skills
Knowledge & Proficiency In addition to the above General Skill	 Understanding of YMCA as a worldwide movement and intentionally works within the framework of YMCA philosophy and culture Has a comprehensive understanding of the organisation and the role of the position within the YMCA Possess specialist professional and/or technical knowledge, understanding and expertise related to the tasks of the work area
In addition to the above General Skil Technical Skills / Knowledge	 Qualifications & Experience for this Grade, refer to the following specific Skills, Qualifications & Experience that apply to the indicative roles listed Coordinate and direct the activities of employees engaged in the implementation and evaluation of the developmentally appropriate curriculum for individual children and groups of children. Contribute through the Director (Centre Manager) to the development and implementation of the centre or services procedures. Responsible for ensuring a safe environment is maintained for both staff and children. Responsible for ensuring that records are maintained accurately for each child in their care, including the appropriate observation methods and implementation of these observations into the daily curriculum planning as outlined in the Children's Services Act.

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- Develop, implement and evaluate daily care routines and effectively adapt these routines to ensure the provision for children's individual needs and requirements.
- Coordinate centre or service operations including Occupational Health and Safety, program planning, staff training.
- Responsible for the day-to day management of the centre or service in the temporary absence of the Director (Centre Manager) and for management and compliance with licensing and all statutory and quality assurance issues.
- Ensure that the centre or services protocols are adhered to.
- Build, sustain and maintain relationships in order to collaborate with families.
- Using observation techniques observe children's behaviour, and where there may be cause for concern; collaborate with families and colleagues on re-directing behaviour with appropriate provision for partnerships with children- in an effort for the child to self manage and self direct inappropriate behaviour. At all times it is the educator's responsibility to ensure appropriate role- modelling occurs.
- Submission of accurate daily rolls, Childcare Management Systems and vacancy reporting, checking timesheets, staff rosters
- Contribute to the quality delivery of frontline service delivery to families of the OSHC program.
- Assist the Director to coordinate incursion and excursion activities as required.
- Ensure that staff: child supervisory ratios are adhered to, as outlined in the Children's Services Regulations and the Children's Services Act.
- Act as the Primary Nominee for the service, as required. In this instance the representative would also be
 available onsite.
- Contribute ideas to the budget and business planning process.
- Adhere to budget parameters as outlined by the Director.
- Assist with quality assurance requirements as directed.

Training, Qualifications and Experience

- A Diploma Qualified staff member as defined in the Children's Services Regulations as being a teaching staff member, or who has successfully completed a 2 year full time, or part time equivalent post secondary early childhood qualification or:
- In the case of Outside School Hours Care a 2 year full time or part time equivalent post secondary childcare or youth recreational qualification or substantially equivalent. Or in the case of Outside School Hours Care, holds a primary school teaching qualification.
- Minimum training requirements as outlined in the Children's Services Regulations 2009 including minimum qualifications, first aid, CPR and anaphylaxis training (Section 50, 53, 54 & 55, 60, 63 & 65).
- Sound knowledge of the learning outcomes as identified in the National Early Years Framework and the Victorian Early Years Learning and Development Framework and / or the Victorian Middle Years Learning and Development Framework

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YMCA Grade	Children's Services Grade Five
Indicative Roles	OSHC Coordinator (up to 59 places)
Level of Supervision / Autonomy	 Works autonomously under broad direction against the achievement of broad objectives set by the organisation Substantial autonomy in determining operational work priorities and schedules against defined plans and priorities Accountable for the management and output of team members within an area
Complexity of Role	 Maintain, extend and develop programs or services specific to areas of responsibility Branch based focus Coordinates team members within areas of responsibility Capable of undertaking and adhering to budget requirements
Decision Making, Problem Solving & Accountability	 Significant independence displayed in determining the appropriate course of action Demonstrates resourcefulness in contributing to improvements and solving problems in work area Comply with current operational and management procedures while being challenged for constant improvement Able to apply specialist knowledge of area of responsibility to design, review and develop systems and procedures May be required to coordinate and lead staff
Communication, Customer Service & Interpersonal Skills	 Possess skills to build relationships with team members and customers/ clients Has the capacity to utilise leadership skills; such as the ability to mentor staff Capacity to use negotiation and collaborative skills to encourage others to adopt particular procedures, methods or strategies about which there may be conflicting interests and opinions Capacity to network and represent organisation
Knowledge & Proficiency	Possess extensive knowledge and level of proficiency in the area of responsibility
In addition to the above General Skil	ls, Qualifications & Experience for this Grade, refer to the following specific Skills, Qualifications & Experience that apply to the indicative roles listed
Technical Skills / Knowledge	 Coordinate and manages a standalone out of school hours care service, including the activities of employees engaged in the implementation and evaluation of developmentally age/ stage appropriate curriculum. Responsible for the overall management and administration of the service. Recruit staff in accordance with relevant regulations and YMCA practices. Maintain day to day accounts and handle all administrative matters. Ensure that the centre or service adheres to all relevant regulations and statutory requirements.

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	 Coordinate centre or service operations including Occupational Health and Safety, curriculum planning, staff training.
	Responsible for the day-to-day management of the centre or service and for management and compliance with licensing and all statutory and quality assurance issues.
	Provide professional leadership and development of team members
	Ensure that the centre or service meets or exceeds quality assurance requirements.
	Liaise with families and agencies.
	Formulate and evaluate annual budgets.
	Liaise with management committees as appropriate.
	Develop and maintain protocols for the centre or service.
	Submission of accurate daily rolls, Childcare Management Systems and vacancy reporting, checking timesheets, staff rosters
	Oversee the quality delivery of frontline service delivery to families of the OSHC program.
	Ensure that sound financial practices are in place, including fee collection, the accurate application of the
	child care benefit, and reporting processes to Government Authorities.
	Coordinate incursion and excursion experiences as required.
	Ensure that staff: child supervisory ratios are adhered to, as outlined in the Children's Services Regulations and the Children's Services Act.
	Act as the Primary Nominee for the service, as required.
	Contribute to the budget and business planning process on an annual basis.
	Adhere to budget parameters.
Training, Qualifications and Experience	A Diploma Qualified staff member as defined in the Children's Services Regulations as being a teaching
	staff member, or who has successfully completed a 2 year full time, or part time equivalent post secondary early childhood qualification or:
	In the case of Outside School Hours Care – a 2 year full time or part time equivalent post secondary
	childcare or youth recreational qualification or substantially equivalent. Or in the case of Outside School Hours Care, holds a primary school teaching qualification.
	Minimum training requirements as outlined in the Children's Services Regulations 2009 including minimum
	qualifications, first aid, CPR and anaphylaxis training (Section 50, 53, 54 & 55, 60, 63 & 65).
	Sound knowledge of the learning outcomes as identified in the National Early Years Framework and the Victorian Early Years Learning and Development Framework and / or the Victorian Middle Years Learning and Development Framework

YMCA Grade	Children's Services Grade Six
Indicative Roles	OSHC Director (60 plus places)
Level of Supervision / Autonomy	 Works autonomously under broad direction against the achievement of broad objectives set by the organisation Substantial autonomy in determining operational work priorities and schedules against defined plans and priorities Accountable for the management and output of staff in area

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Complexity of Role	 Sustain, extend and develop programs or services specific to areas of responsibility Branch based focus Coordinates staff in areas of responsibility Typically coordinates multiple OSHC services Capable of undertaking and adhering to budget requirements Participates in the planning process
Decision Making, Problem Solving & Accountability	 Significant independence displayed in determining appropriate course of action Demonstrates resourcefulness in contributing to improvements and problem solving in the work area Is compliant with operational and management procedures whilst being challenged for constant improvement Able to apply specialist knowledge of area of responsibility to design, review and develop systems and procedures May be required to coordinate and lead staff
Communication, Customer Service & Interpersonal Skills	 Utilises existing skills to build and maintain relationships with staff team and families Skills as a leader and effective mentor Capacity to use negotiation skills to influence others to adopt particular procedures, methods or strategies about which there may be conflicting interests and opinions Capacity to network and represent organisation
Knowledge & Proficiency	 Is a YMCA program champion and can clearly articulate the YMCA philosophy and culture Possess extensive knowledge and level of proficiency in the area of responsibility
In addition to the above General Ski	ls, Qualifications & Experience for this Grade, refer to the following specific Skills, Qualifications & Experience that apply to the indicative roles listed
Technical Skills / Knowledge	 Coordinate and manages a standalone out of school hours care service or a cluster of services, including the activities of employees engaged in the implementation and evaluation of developmentally age/ stage appropriate curriculum. Responsible for the overall management and administration of the service. Supervise and implementation of developmentally appropriate programs for children. Recruit staff in accordance with relevant regulations. Maintain day-to-day accounts and handle all administrative matters. Ensure that the centre or service adheres to all relevant regulations and statutory requirements. Ensure that the centre or service meets or exceeds quality assurance requirements. Liaise with families and outside agencies. Formulate and evaluate annual budgets. Liaise with management committees as appropriate.

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	Provide professional leadership and development to staff.
	Develop and maintain protocols for the centre or service.
	Submission of accurate daily rolls, Childcare Management Systems and vacancy reporting, checking timesheets, staff rosters
	Oversee the quality delivery of frontline service delivery to families of the OSHC program.
	• Ensure that sound financial practices are in place, including fee collection, the accurate application of the child care benefit, and reporting processes to Government Authorities.
	Coordinate incursion and excursion activities as required.
	Ensure that staff: child supervisory ratios are adhered to, as outlined in the Children's Services Regulations and the Children's Services Act.
	Act as the Representative or Primary Nominee as required.
	 Adhere to budget parameters. Monthly reporting on KPI's and the progress of business planning objectives.
	A comprehensive understanding of the licensing requirements and the ability to identify and proactively respond to these
Training, Qualifications and Experience	A Diploma Qualified staff member as defined in the Children's Services Regulations as being a teaching staff member, or who has successfully completed a 2 year full time, or part time equivalent post secondary early childhood qualification or:
	• In the case of Outside School Hours Care – a 2 year full time or part time equivalent post secondary childcare or youth recreational qualification or substantially equivalent. Or in the case of Outside School Hours Care, holds a primary school teaching qualification.
	• Minimum training requirements as outlined in the Children's Services Regulations 2009 including minimum qualifications, first aid, CPR and anaphylaxis training (Section 50, 53, 54 & 55, 60, 63 & 65).
	Sound knowledge of the learning outcomes as identified in the National Early Years Framework and the Victorian Early Years Learning and Development Framework and / or the Victorian Middle Years Learning and Development Framework

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SCHEDULE 1A

FF	CLASSIFICATIONS & RATES TABLE - RECREATION EFFECTIVE FROM THE FIRST FULL PAY PERIOD ON OR AFTER 1 JULY 2015											
	YMCA RECREATION STAFF GRADES											
		RE Grade 1	RE Grade 2			RE Grade 4B		RE Grade 5B	RE Grade 6			
	Casual Hourly Rate (25% loading) Permanent Hourly Rate	\$22.56 \$18.04	\$22.92 \$18.34	\$24.28 \$19.43	\$25.75 \$20.60	\$26.20 \$20.96	\$27.86 \$22.29	\$29.35 \$23.48	\$29.98 \$23.98			
A	Permanent Per Annum	\$35,655	\$36,230	\$38,388	\$40,710	\$41,409	\$44,040	\$46,403	\$47,391			
Area of Work Administration / Finance	Indicative roles Administration Officer											
	Memberships Admin Officer Senior Admin & Accounts Officer											
Customer Service	Customer Service Officer Membership Officer											
Café / Kiosk	Café / Kiosk Attendant											
Gymnastics	Gymnastics Assistant Gymnastics Coach											
Health & Wellness	Health & Fitness Instructor											
Aquatic Programming	Swimming Teacher											
Operations & Lifeguarding	Cleaner / Maintenance Cleaner / Maintenance (qualified) Lifeguard Pool Operations											
Programs	Program Assistant Program Officer											
	Program Leader											
Duty Management / Supervisors	Shift Supervisor Swimming Teacher In Charge Duty Manager											

CLASSIFICATIONS & RATES TABLE - SPECIALIST & SENIOR STAFF **EFFECTIVE FROM THE FIRST FULL PAY PERIOD ON OR AFTER 1 JULY 2015**

Casual Hourly Rate (25% loading) Permanent Hourly Rate Permanent Per Annum

Indicative Roles
Team Leader
Coordinator
Director
Specialist

	YMCA SPECIALIST & SENIOR STAFF GRADES												
S/S 1	S/S 2	S/S 3	S/S 4	S/S 5	S/S 6	S/S 7	S/S 8						
\$29.35	\$29.98	\$30.21	\$31.73	\$33.33	\$35.83	\$37.96	\$40.24						
\$23.48	\$23.98	\$24.17	\$25.39	\$26.67	\$28.66	\$30.37	\$32.19						
\$46,403	\$47,391	\$47,759	\$50,164	\$52,691	\$56,637	\$60,007	\$63,603						
	5												

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CLASSIFICATIONS & RATES TABLE - SESSIONAL STAFF EFFECTIVE FROM THE FIRST FULL PAY PERIOD ON OR AFTER 1 JULY 2015

				YMCA	SESSIC	NAL ST	AFF GRA	ADES			
Grade	SE 1	SE 2	SE 3	SE 4	SE 5	SE 6	SE 7	SE 8	SE 9	SE 10	SE 11
Casual Hourly Rate (25% loading)	\$34.76	\$36.88	\$39.46	\$42.00	\$44.56	\$47.15	\$49.71	\$52.26	\$56.13	\$60.16	\$66.82
Permanent Hourly Rate	\$27.81	\$29.50	\$31.56	\$33.60	\$35.65	\$37.72	\$39.77	\$41.81	\$44.91	\$48.13	\$53.46
Permanent Per Annum	\$54,952	\$58,301	\$62,370	\$66,398	\$70,447	\$74,536	\$78,585	\$82,613	\$88,737	\$95,107	\$105,629
Aqua Exercise Leader											
Circuit / Challenge Fitness Camp											
Exercise physiologist											
Group Fitness											
Personal Trainer											
Personal Trainer (1:2 ratio)											
Personal Trainer (1:3+ ratio)											
Programs			1								
Outing Operation											
Swim Coach											

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CLASSIFICATIONS & RATES TABLE - CAMPING & ACCOMMODATION EFFECTIVE FROM THE FIRST FULL PAY PERIOD ON OR AFTER 1 JULY 2015

		YN	ICA CAMP	ING & AC	COMMODA	ATION STA	AFF GRAD	ES
		CA Grade 1	CA Grade 2	CA Grade 3	CA Grade 3B	CA Grade 4	CA Grade 5	CA Grade 6
	Casual Hourly Rate (25% loading)	\$22.15	\$23.23	\$24.23	\$26.57	\$29.35	\$29.35	\$29.35
	Permanent Hourly Rate	\$17.72	\$18.58	\$19.39	\$21.26	\$23.48	\$23.48	\$23.48
	Permanent Per Annum	\$35,018	\$36,724	\$38,306	\$42,005	\$46,403	\$46,403	\$46,403
Area of Work	Indicative Roles							
Administration / Finance	Admin Assistant							
	Admin / Accounts Officer							
	Senior Admin / Accounts Officer							
	Administration Coordinator							
Catering	Kitchen Assistant							
Catering	Cook							
	Lead Cook							
	Catering Coordinator							
	3							
Programs	Program Assistant							
	Program Officer							
	Program Coordinator							
Duty Management /	Duty Supervisor							
Supervisors								
Operations / Maintenance	Cleaner / Maintenance							
Operations / Maintenance	Maintenance Coordinator							
	Mania land Cool an later							

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CLASSIFICATIONS & RATES TABLE - CHILDRENS SERVICES EFFECTIVE FROM THE FIRST FULL PAY PERIOD ON OR AFTER 1 JULY 2015														
		YMCA CHILDREN'S SERVICES STAFF GRADES												
		CS Grade 1	CS Grade 2.1*	CS Grade 2.2*	CS Grade 2.3*	CS Grade 2B	CS Grade 3.1*	CS Grade 3.2*	CS Grade 3.3*	CS Grade 3B	CS Grade 4	CS Grade 5	CS Grade 5B	CS Grade 6
	Casual Hourly Rate (25% loading) Permanent Hourly Rate Permanent Per Annum	\$24.09 \$19.27 \$38,080	\$25.57 \$20.46 \$40,423	\$26.40 \$21.12 \$41,738	\$27.24 \$21.79 \$43,053	\$30.07 \$24.06 \$47,533	\$29.32 \$23.45 \$46,341	\$30.15 \$24.12 \$47,656	\$30.98 \$24.78 \$48,972	\$30.98 \$24.78 \$48,972	\$32.36 \$25.89 \$51,150	\$37.16 \$29.73 \$58,746	\$39.36 \$31.49 \$62,227	\$40.74 \$32.59 \$64,405
Area of Work	Indicative Roles	\$30,000	\$40,423	\$41,736	\$43,003	\$47,000	\$40,341	\$47,030	\$40,972	\$40,97Z	\$31,130	\$30,740	\$02,221	\$04,405
Child Care & OSHC (Before/After School Care & Vacation Care) Educators	Officer (Unqualified -being phased out) - Commencement Cert III Qualified - Commencement* Cert III Qualified - 1 Year* Cert III Qualified - 2 Year* Diploma Qualified - Commencement* Diploma Qualified - 1 Year*													
	Diploma Qualified - 2 Year* Supervisor on Duty													
	Team Leader Qualified OSHC Coordinator (up to 39 places) Qualified OSHC Coordinator (40-59 places) Qualified OSHC Director (60 plus places)													

- 2 Year

New staff will commence at the "Commencement" paypoint. Progression to the next pay point will be subject to competency at existing level and 12 month's experience with the YMCA at that level (or in the case of employees employed for 19 hours or less per week, 24 months experience with the YMCA). Current staff employed prior to the commencement of this Agreement will automatically transfer to the highest pay point in the Grade.

EXECUTED as a Staff Agreement

SIGNED for and on behalf of

VICTORIAN YMCA COMMUNITY PROGRAMMING PTY LTD

by its Chief Executive Officer in the

presence of:

Peter Burns

) Chief Executive Officer

) YMCA Victoria

) 582 Heidelberg Road

) Fairfield VIC 3078

Michelle Bruggeman

Witness

Name (Printed)

SIGNED by

as a representative of the Employees covered by the Agreement in the

presence of:

Witness

Name (Printed)

SCOTT JOHN SHEPHERD

An Australian legal practitioner within the meaning of the Legal Profession Uniform Law (Victoria)

116 Queensberry Street, Carlton South VIC 3053

) Richard Duffy LISA DARMANIN

) Branch Secretary EXECUTIVE PRESIDENT

) Australian Services Union

) 116 Queensberry Street

) Carlton South VIC 3053