



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

YWCA Canberra
(AG2023/4158)

YWCA CANBERRA ENTERPRISE AGREEMENT 2023-2027

Children's services

DEPUTY PRESIDENT BELL

MELBOURNE, 8 DECEMBER 2023

Application for approval of the YWCA Canberra Enterprise Agreement 2023-2027

[1] An application has been made for approval of an enterprise agreement known as the *YWCA Canberra Enterprise Agreement 2023-2027* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act) by the employer YWCA Canberra. The Agreement is a single enterprise agreement.

[2] The *notification time* for the Agreement under s.173(2) was 1 May 2023 and the Agreement was *made* on 27 October 2023. Accordingly, the *genuine agreement* requirements are assessed under the Act as those applying before 6 June 2023 and the *better off overall test* is that applying on and from 6 June 2023.¹

[3] The employer has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. Pursuant to s.201(3), the undertakings are taken to be a term of the Agreement.

[4] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188, 190, 193 and 193A as are relevant to this application for approval have been met. The Agreement does not cover all of the employees of the employer. However, taking into account the factors in sections 186(3) and (3A), I am satisfied that the group of employees was fairly chosen.

¹ The *Fair Work Legislation Amendment (Secure Jobs, Better Pay) Act 2022* (Cth) made a number of changes to enterprise agreement approval processes in Part 2-4 of the Fair Work Act. Those changes broadly commenced operation on 6 June 2023, subject to various transitional arrangements that included those to effect described above.

[5] The Australian Municipal, Administrative, Clerical and Services Union (ASU) and United Workers' Union (UWU), being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) I note that the Agreement covers the organisations.

[6] The Agreement was approved on 8 December 2023 and, in accordance with s.54 of the Act, will operate from 15 December 2023. The nominal expiry date of the Agreement is 30 June 2027.



DEPUTY PRESIDENT

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Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.: AG2023/4158

Applicant: YWCA Canberra

Section 185 – Application for approval of a single enterprise agreement, namely the *YWCA Canberra 2023-2027 Enterprise Agreement*

Undertaking – Section 190

I, Frances Crimmins, Chief Executive Officer have the authority given to me by YWCA Canberra to give the following undertakings with respect to the *YWCA Canberra 2023-2027 Enterprise Agreement* ("the Agreement"):

1. Schedule 1: Classifications and Wages – Rates of Pay and Specific Conditions for Children's Services Employees of the Agreement will be amended to provide updated pay classifications for:
 - Grade 1 Level 1 Year 2: (\$23.30) for FY 2023-2024, (\$23.77) for FY 2024-2025, (\$24.24) for FY 2025-2026, and (\$24.97) for FY 2026-2027.
 - Grade 1 Level 2 Year 1: (\$23.33) for FY 2023-2024, (\$23.80) for FY 2024-2025, (\$24.27) for FY 2025-2026, and (\$25.00) for FY 2026-2027.
 - Grade 1 Level 2 Year 2: (\$24.00) for FY 2023-2024, (\$24.48) for FY 2024-2025, (\$24.97) for FY 2025-2026, and (\$25.72) for FY 2026-2027.
 - Grade 2 Level 1 Year 1: (\$24.10) for FY 2023-2024, (\$24.58) for FY 2024-2025, (\$25.07) for FY 2025-2026, and (\$25.83) for FY 2026-2027.
 - Grade 2 Level 1 Year 2: (\$24.83) for FY 2023-2024, (\$25.33) for FY 2024-2025, (\$25.83) for FY 2025-2026, and (\$26.61) for FY 2026-2027.
 - Grade 2 Level 1 Year 3: (\$25.00) for FY 2023-2024, (\$25.50) for FY 2024-2025, (\$26.01) for FY 2025-2026, and (\$26.79) for FY 2026-2027.
 - Grade 2 Level 1 Year 4: (\$26.10) for FY 2023-2024, (\$26.62) for FY 2024-2025, (\$27.15) for FY 2025-2026, and (\$27.97) for FY 2026-2027.
 - Grade 2 Level 2 Year 1: (\$26.20) for FY 2023-2024, (\$26.72) for FY 2024-2025, (\$27.26) for FY 2025-2026, and (\$28.08) for FY 2026-2027.

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



Signature

6 December 2023
Date

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



**YWCA CANBERRA
ENTERPRISE AGREEMENT
2023-2027**

WORKING TOGETHER, THRIVING TOGETHER

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PART 1 – INTRODUCTION TO THE AGREEMENT

1. TITLE

- 1.1 This Agreement will be known as *YWCA Canberra Enterprise Agreement 2023-2027*.

2. PARTIES TO THE AGREEMENT

- 2.1 In accordance with section 53 of the *Fair Work Act 2009* (Cth) this Agreement will cover the following parties:
 - a. The Employer, being YWCA Canberra (ACN 008 389151); and
 - b. Employees employed by YWCA Canberra as classified in Schedule 1 of this Agreement.

3. COMMENCEMENT AND DURATION

- 3.1 This Agreement will operate seven days after the approval notice is issued by the Fair Work Commission.
- 3.2 This Agreement is made under section 172 of the *Fair Work Act 2009* (Cth) and has a nominal expiry date of 30 June 2027. The employer will take the necessary steps to seek approval of this Agreement under section 186 of the Act.
- 3.3 The Agreement will remain in operation unless varied, terminated or replaced by a new Agreement in accordance with the *Fair Work Act 2009* (Cth).

4. SCOPE OF THE AGREEMENT

- 4.1 This Agreement contains all the terms and conditions of employment for all employees covered by the Agreement and will apply to all employees employed pursuant to the classifications listed in Schedule 1 of this Agreement.

5. AGREEMENT OBJECTIVES

- 5.1 The YWCA Canberra has a vision of living in a world where girls and women thrive.
- 5.2 The YWCA Canberra achieves this vision through delivering on our mission, which is to achieve gender equity by strengthening communities and empowering girls and women through our services and advocacy.
- 5.3 In working together to achieve our vision and mission, YWCA Canberra and our employees through the implementation of this agreement will aim to:
 - a. Maintain and cultivate a working environment that attracts and retains talented people committed to achieving our vision and mission.

- b. Bring to life through our work the YWCA Canberra values that reflect our commitment to the YWCA global movement, being:
 - i. **Courage.** We are dauntless, agile and resilient as we transform power structures. As a proudly feminist organisation, we challenge the status quo to benefit everyone. We have the passion needed to make a difference.
 - ii. **Equality.** We value equality of opportunity, outcomes and rights for women, girls and non-binary people. We work with communities to achieve social, cultural, economic and political participation and prioritise the needs of the most vulnerable and marginalised.
 - iii. **Respect.** We engage with fairness and professionalism in our organisation, with our supporters and communities. We believe that respectful relationships are fundamental to achieving positive social change.
 - iv. **Inclusion.** We embrace the diversity of our communities and adopt an intersectional approach that respects differences in gender and gender expression, culture, race, Spirituality, age, sexuality, abilities, political beliefs and socioeconomic status.
 - v. **Reconciliation.** We support the self-determination and agency of Aboriginal and Torres Strait Islander girls and women and proactively work with communities to achieve reconciliation.
 - vi. **Responsibility.** We are innovative, accountable and manage resources and risks to ensure the sustainability of the organisation. We are forward thinking and curious. We value collaboration and systems leadership so that our work results in positive outcomes for the change we want to see in our communities.

6. DEFINITIONS

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

Anniversary year; means the 12-month period from the employee's start date or anniversary until the day before their next anniversary of employment with YWCA Canberra.
Calendar year; means the 12-month period from 1 January to 31 December.
Casual employee; means a person who is engaged on the basis that the employer makes no firm advance commitment to continuing and indefinite work according to an agreed pattern of work for the person.
Continuing Employee; means a person who is employed on a permanent full-time or part-time basis pursuant to a written instrument of appointment which specifies the date of commencement but does not specify a termination date.
Employer; means YWCA Canberra.
Fixed-term employee; means a person who is employed either on a full-time or part-time basis and is engaged for a specific term that includes the date the employment commences and terminates.
FTE; means Full-time Equivalent and is equal to a total of 1976 hours of work per year (52 weeks). The FTE of part-time employees will be calculated as a percentage (e.g. contracted hours per fortnight divided by standard hours per fortnight (38) equals FTE).
Full-time employee; means a person who is employed to work the maximum ordinary hours of work allowed by this Agreement (38 hours per week or 76 hours per fortnight).
FW Act; means the <i>Fair Work Act 2009</i> and any amendments or any superseding legislation that applies to the conditions of employment for any employee.
FWC; means the Fair Work Commission or any superseding agencies.

Ordinary hours of work; means the ordinary hours of work of an employee, worked in periods not exceeding eight hours, in unbroken periods save for meal breaks, and where broken shifts are worked, the spread of hours will be no greater than 12 hours.
Ordinary rate per hour; means the hourly rate payable to an employee.
Overtime; means time authorised, in advance, to be worked by an employee in excess of, or outside of 76 hours per fortnight (full-time hours).
Part-time employee; means an employee, other than a casual employee, who works less than the maximum ordinary hours prescribed by this Agreement. Part-time employees will be entitled to the provisions of this Agreement on a pro-rata basis calculated on their hours worked or FTE (full-time equivalent) as percentage of the full-time hours of 38 hours per week.
Stillbirth; The Australian definition of stillbirth is defined as the death of a baby before or during birth, from the 20th week of pregnancy onwards.
Acceptable alternative employment or redeployment is employment in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment and which recognises the period of continuous service which the employee had with YWCA Canberra.
Business means the business of YWCA Canberra (including externally funded programs) or occupation as conducted by YWCA Canberra and includes part of any such business.
Redundancy occurs where YWCA Canberra has made a definite decision that YWCA Canberra no longer wishes the job the employee has been doing done by anyone and that decision leads to the termination of employment of the employee, except where this is due to the ordinary and customary turnover of labour. Redundancy occurs only when no redeployment or acceptable alternative employment opportunities are available.
Transmission includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and transmitted has a corresponding meaning.
<p>Week's pay means the ordinary time rate of pay for the employee concerned provided such will exclude:</p> <p>penalty rates; overtime; shift allowances; special rates; fares and travelling time allowances; bonuses; and any other ancillary payments of a like nature.</p>

7. POSTING OF THE AGREEMENT

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

8. RELATIONSHIP TO NATIONAL EMPLOYMENT STANDARDS

- 8.1 This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.
- 8.2 This Agreement operates to the exclusion of, and wholly replaces, any award, agreement, or other industrial instrument of the Fair Work Commission that would, apart from this clause, apply to YWCA Canberra employees.
- 8.3 The parties agree that there will be no further claims in respect to matters contained in this Agreement, except for those claims provided for under the terms of this Agreement.

9. RELATIONSHIP TO POLICIES AND PROCEDURES

- 9.1 The operation of this Agreement and employment at YWCA Canberra generally will be supported by YWCA Canberra policies, procedures and guidelines. If there is any inconsistency between the policies, procedures and guidelines and the terms of this Agreement, the terms of this Agreement will prevail.
- 9.2 Policies, procedures and guidelines supporting the operation of this Agreement, and employment at YWCA Canberra generally, may be made or varied from time-to-time following consultation with the parties to the Agreement.
- 9.3 To avoid doubt, such policies, procedures or guidelines are not incorporated by reference into this Agreement within the meaning of Section 180(2) of the *Fair Work Act 2009* (Cth).

10. YWCA CANBERRA CLASSIFICATION GUIDE

- 10.1 The YWCA Canberra Classification Guide has been removed from this agreement in 2023, with the aim of making the agreement itself more contemporary, easier to understand and apply in the workplace.
- 10.2 YWCA Canberra still has every intention of honouring the classification guide, that will now form part of HR policy and any change or variation will be in consultation with the parties to the Agreement.
- 10.3 Salary progressions will be paid in accordance with clause 11 of this agreement.

11. INCREMENTAL PROGRESSION

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

- a) Competence at the existing level;
- b) 12 months' experience at the step (or in the case of employees employed for 19 hours or less per week, 24 months' experience) and in-service training as required prior to progressing to the next step in the level;
- c) Where an employee is deemed not to have met the requisite competency at their existing level at the time of appraisal, their incremental progression may be deferred for periods of three months at a time provided;
- d) The employee is notified in writing as to the reasons for the deferral;
- e) The employee has, in the twelve months leading up to the appraisal, been provided with in-service training; and
- f) Following any deferral, the employee is provided with necessary training and support to improve their performance.
- g) Where an appraisal has been deferred for operational reasons beyond the control of either party, and the appraisal subsequently deems the employee to have met the requirements under this clause, any increase in wage rates will be back paid to the 12-month (or 24 months where applicable) anniversary date of the previous incremental progression.
- h) An employee whose incremental advancement has been refused or deferred may seek to have the decision reviewed by lodging a written request through the dispute resolution procedure in this agreement. If the review is successful, then the incremental advancement will be backdated to the original due date. The review process must be completed within two months of the request for the review being made.
- i) Progression to higher levels or grades will only occur if the employee's position has changed to meet the criteria and classification of the higher grade or level.

PART 2 – CLASSIFICATION AND CONDITIONS OF EMPLOYMENT

12. CLASSIFICATIONS

- 12.1 YWCA Canberra has a diverse workforce, that work together and thrive together to achieve our vision and mission.
- 12.2 YWCA Canberra employees will be classified in the following classifications as set out in Schedule 1 of this Agreement:
 - a) Children's Services – Children's Services Award [MA1000120]; and
 - b) Community Services – Social, Community, Home Care and Disability Services Industry Award [MA000100].

13. TYPES OF EMPLOYMENT

- 13.1 YWCA Canberra may engage employees on a permanent full-time or part-time, fixed term or casual basis.
- 13.2 On engagement, permanent or fixed term employees will be given written notification by YWCA Canberra of:
 - a) the salary and classification of the position to which they are appointed as set out in Schedule 1 of this Agreement;
 - b) the hours of duty and times of attendance;
 - c) location of work;
 - d) any equipment that will be provided to them as determined by YWCA Canberra so they can effectively perform their duties (ie: mobile phone if required); and
 - e) any other terms and conditions of employment applicable to the employee.
- 13.3 Any agreed variation to the above written terms will be confirmed in writing.

Fair Work Information Statement and Casual Employment Information Statement

- 13.4 All permanent full-time, part-time or fixed-term employees on engagement will be provided with a copy of the Fair Work Information Statement.
- 13.5 All casual employees on engagement will be provided with a copy of the Casual Employment Information Statement.

Permanent full-time employment

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

Permanent part-time employment

- 13.7 A part-time employee is an employee who is engaged to work less than 38 ordinary hours per week, paid for each hour worked at the rate prescribed

for the appropriate classification in the Agreement. Part-time employees are entitled to receive all benefits and entitlements outlined in this agreement on a pro-rata (per hour worked) basis. Part time employees must seek approval from YWCA Canberra to work additional hours above their contract hours.

- 13.8 Approval is required even if overtime hours are not worked, being more than 38 hours per week or 10 hours per day.

Fixed term employment

- 13.9 A fixed term employee may be employed on either a full or part-time basis and is engaged for a specific term that includes the date the employment commences and terminates.
- a) All the provisions of this Agreement apply to fixed-term employees for the duration of their employment and on a pro-rated basis if they work less than full-time hours.
- b) The use of fixed-term employment will be limited to terms of no greater than two-years in duration and used when the following applies:
- (i) Where the position is funded from a specific purpose grant for a project of limited duration;
 - (ii) Where the position is vacant because of an employee's absence on Long Service Leave, Leave Without Pay, Parental Leave or while filling any other short-term vacancy;
 - (iii) Where the practicality of permanently filling a newly-created position is dependent on reaching specifically defined targets in relation to participation or revenue generation; and/or
 - (iv) Other valid business reasons.

Casual Employment

- 13.10 A casual employee is a person engaged to work on the basis that the employer makes no firm advance commitment to continuing and indefinite work according to an agreed pattern of work for the person.
- 13.11 Casual Employees are not permanent Employees and continuing employment will be based on YWCA Canberra's ability to provide the Employee work and the Employee's availability for work.
- 13.12 Casual Employees are engaged on an hourly basis and actual hours may range from a minimum of three (3) hours up to a maximum of the same hours worked by a permanent full-time Employee.
- 13.13 A casual employee will be paid per hour based on the appropriate rate for their classification as outlined in Schedule 1 of this Agreement.
- 13.14 In addition, a casual loading of 25% for hours worked will be paid in lieu of the paid leave entitlements of annual leave, parental leave (casual employees are entitled to unpaid parental leave in accordance with the *Fair Work Act 2009* (Cth)), personal/carer's leave, compassionate leave, shift

penalties, redundancy, public holidays, and notice of termination.

- 13.15 If a more beneficial entitlement is available to a casual employee under the NES or Award during the life of this Agreement, then YWCA Canberra will apply this entitlement to a casual employee.

Casual Conversion

- 13.16 Casual conversion will be provided for in accordance with the *Fair Work Act 2009* (Cth).

Job Share

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

Work Site Locations

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

14. CONDITIONS OF EMPLOYMENT

- 14.1 Due to the nature of the work carried out by YWCA Canberra, each employee, upon commencement and throughout the duration of their employment, is required to hold a current Working with Vulnerable People registration (WWVP) and/or a Working with Children Check (WWCC) (for employees who work in NSW).
- 14.2 Employment will not be offered or continued for an employee who is unable to meet and maintain this requirement throughout their employment with YWCA Canberra.
- 14.3 Any employee without a current WWVP card on their person and/or valid WWCC must not attend work and will be suspended from work without pay until the valid credential is cited by YWCA Canberra management.

15. ANTI DISCRIMINATION

- 15.1 It is the intention of YWCA Canberra to respect and value the diversity of the workforce by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.
- 15.2 Accordingly, in fulfilling their obligations under the above, YWCA Canberra must make every endeavour to ensure that neither the Agreement provisions nor their operation are directly or indirectly discriminatory in their effects. Nothing in this clause is to be taken to affect:
- a) any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation; or
 - b) an employee, YWCA Canberra or registered organisation, pursuing matters of discrimination in any applicable jurisdiction, including by application to the Australian Human Rights Commission or Fair Work Commission.

16. PROBATIONARY PERIOD OF EMPLOYMENT

- 16.1 A new employee will be required to complete a six (6) month probationary period of employment. The letter of offer to the new employee will set out the length and duration of the probation period, which will be determined by YWCA Canberra.
- 16.2 The purpose of a probationary period of employment is to allow YWCA Canberra and the new employee time to establish whether an appropriate match has been made between the employee, the job and the work environment.
- 16.3 Continued employment beyond the six (6) month probationary period will be subject to satisfactory completion of the probationary period.
- 16.4 Before or at the end of the probationary period the probationary employee will be advised of one of the following:
- a) That the employment will continue on the terms and conditions set out in this Agreement;
 - b) That the probationary period will be extended for a further period of no longer than six (6) months from the date the employee initially commenced their employment with YWCA Canberra; or
 - c) That the probationary employee's employment may be terminated.
- 16.5 If YWCA Canberra makes a decision to terminate the probationary employee's employment during the probationary period, the probationary employee will receive written notification of the termination during probation along with one (1) weeks' salary paid as termination in lieu of notice.
- 16.6 The CEO may exempt a new employee from some or all of the requirements of the probationary period. Any exemption will be on such terms as determined by the CEO and confirmed in writing prior to the employee commencing employment with YWCA Canberra.

17. UNION RIGHTS

17.1 Union recognition

The employer recognises employees have a right to join and maintain financial membership of a Trade Union and an employees' right to join a union at any stage during their employment.

17.2 Union delegates and Training Leave

- a) Trade Union delegates have a role to play in the workplace. The existence of union delegates is encouraged:
- b) The employer will provide access to reasonable resources to allow full and proper representation of members with such resources including but not limited to email, internet, photocopier, notice board/s, fax, printer and telephone.
- c) Union delegates will be allowed reasonable time to perform their role on behalf of their Union including time to consult with members and officials, provide feedback on discussions with the employer, approaching new staff members about membership and participation in the operation of the Union.
- d) The employer shall not hinder union delegates in the reasonable and responsible performance of their duties.
- e) Trade Union delegates will each be entitled to up to three (3) paid days training leave per calendar year pay to attend training conducted or provided by a recognised Union. Additional training days with pay may be granted on written application to the Chief Executive Officer.
- f) Training content could include, but is not limited to, knowledge about the system of workplace relations including rights and obligations for employers and employees, and to skills such as communication, negotiation, dispute resolution and grievance handling, bargaining and agreement-making, research, equity and discrimination and health and safety.

Such leave is subject to the following conditions:

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

PART 3: WORKPLACE FLEXIBILITY

18. FLEXIBLE WORKING

18.1 YWCA Canberra recognises that the way people live, and work has changed. Flexible working is now an accepted way work gets done.

18.2 Flexible working can take on many forms and can include:

- a) hours of work (for example, changes to start and finish times);
- b) patterns of work (for example, split shifts or job sharing); and/or
- c) locations of work (for example, working from home).

19. FOUR DAY WORK WEEK

- 19.1 YWCA Canberra encourages all employees who want to work flexibly to consider working a four-day working week. A four-day working week enables an employee to reduce the number of hours they commit to work each week or work a compressed 38-hour week in four days to balance work and life commitments.
- 19.2 Employees who elect to enter into a four-day working week will be remunerated according to the hours they work and accrue leave on a pro-rata basis, in the same way a part-time employee would.
- 19.3 YWCA Canberra will take all necessary steps to accommodate a four-day working week, however there may be circumstances where reasonable business grounds exist that would prevent YWCA Canberra from being able to accommodate a four-day work week for an employee.
- 19.4 Employees who want access to a four-day work week can request it at any time, using the right to request flexible working provisions included in this Agreement.

20. RIGHT TO REQUEST FLEXIBLE WORK

20.1 YWCA Canberra employees (other than casual employees) who have worked with YWCA Canberra for at least 12 months can request flexible working arrangements if they:

- a) are the parent, or have responsibility for the care, of a child who is school aged or younger;
- b) are a carer (under the *Carer Recognition Act 2010*);
- c) have a disability;
- d) are 55 or older;
- e) are experiencing violence from a member of the employee's family;
- f) provide care or support to a member of their household or immediate family who requires care or support because that person is experiencing violence from their family;
- g) employees, or a member of their immediate family or household, experiencing family and domestic violence, or
- h) employees who are pregnant.

20.2 Casual employees can make a request if:

- a) they've been working with YWCA Canberra regularly and systematically for at least 12 months; and
- b) there's a reasonable expectation of continuing work with YWCA Canberra on a regular and systematic basis.

20.3 Employees can make a request for flexible work and the request must:

- a) be in writing;
- b) explain what changes are being asked for; and
- c) explain the reasons for the requested change.

20.4 YWCA Canberra will first discuss the request with the employee making the request for flexible work, to see how it may be accommodated. YWCA Canberra will take into consideration:

- a) the needs of the employee;
- b) consequences for the employee if changes in working arrangements aren't made; and
- c) any reasonable business grounds for refusing the employee's request.

20.5 YWCA Canberra will provide a written response within 21 days to the employee making the request for flexible work. The response will outline whether the request is approved or refused.

20.6 If the request is refused it will be on reasonable business grounds. Some examples of reasonable business grounds are:

- a) the requested arrangements are too costly;
- b) other employees' working arrangements can't be changed to accommodate the request;
- c) it's impractical to change other employees' working arrangements or hire new employees to accommodate the request; and
- d) the request would result in a significant loss of productivity or have a significant negative impact on customer service.

21. FLEXIBILITY TERM

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

- a) the agreement deals with one or more of the following matters:
 - i. arrangements about when work is performed;
 - ii. overtime rates;
 - iii. penalty rates;
 - iv. allowances;
 - v. leave loading; and
- b) the arrangement meets the genuine needs of the employer and employee in relation to one or more of the matters mentioned in paragraph a); and
- c) the arrangement is genuinely agreed to by the employer and employee.

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

- a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
- b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
- c) result in the employee being better off overall than the employee would be if no arrangement was made.

21.3 The employer must ensure that the individual flexibility arrangement:

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

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

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

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

PART 4: LEAVE AND PUBLIC HOLIDAYS

22. ANNUAL LEAVE AND LEAVE LOADING

22.1 Period of leave

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

22.2 Annual Leave exclusive of public holidays

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

22.3 Sickness during annual leave

Where an employee becomes unwell whilst on annual leave on days on which they would otherwise have worked, and immediately forwards to YWCA Canberra a certificate from a legally qualified medical practitioner or other relevant practitioner, or a statutory declaration, as evidence of being unfit for work, then the number of those days specified in the certificate or statutory declaration will be deducted from the employee's available personal leave entitlement.

The same amount will be re-credited to the employee's annual leave entitlement. If annual leave loading has been paid in respect of sick days referred to in this sub clause, such leave loading will be re-credited.

22.4 Closedown periods

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

22.5 Payment for period of leave

Upon application employees can request payment for periods of annual leave greater than two weeks to be paid at the commencement of the leave rather than on the completion of each pay cycle. For the purpose of this clause, wages will be at the rate prescribed by relevant wage rates for the classification in which the employee was ordinarily employed immediately prior to the commencement of their annual leave. In addition annual leave loading of 17.5% will be paid to a permanent and fixed-term employee when on annual leave.

22.6 Direction to take excess annual leave

The maximum amount of annual leave accrued but not yet taken by an employee will not exceed the equivalent of 8 weeks (ordinary hours) of the employee. If an employee accrues annual leave in excess of 8 weeks, the employee can be asked to prepare an approved leave plan or directed by YWCA Canberra to take annual leave. When directed to take annual leave,

the amount of annual leave that must be taken will, at a minimum, reduce the employee's accrued annual leave balance to the equivalent of 4 weeks (ordinary hours) annual leave. A minimum of six weeks written notice must be given by YWCA Canberra when directing an employee to take annual leave.

23. PUBLIC HOLIDAYS

- 23.1 Employees will be entitled, without loss of pay, to public holidays listed in this clause, should these days (or declared substitute days) fall on a day when an employee would otherwise be attending work.
- 23.2 Public holidays applicable to employees under this Agreement are as follows: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Reconciliation Day, Christmas Day and Boxing Day and any other additional days so proclaimed in the ACT or NSW as a public holiday.
- 23.3 An employee who is on other paid leave on this organisational paid holiday day and would otherwise be entitled to this paid holiday if not on paid leave, will have their paid leave recredited with the employee's one day's ordinary hours of work. This additional day will not attract annual leave loading.
- 23.4 An employee may request to substitute another day for a day that would otherwise be a public holiday under the NES. The requested day will be substituted if the employer agrees to the employee's request.
- 23.5 An employee may request to substitute another part day for a day that would otherwise be a part day public holiday under the NES. The requested part day will be substituted if the employer agrees to the employee's request.

24. PERSONAL LEAVE / CARERS LEAVE

- 24.1 Each employee (other than a casual) will accrue personal leave:
 - a) At the rate of 10 days paid personal leave (that is sick leave and carers leave) per 12 months of employment for full time employees
 - b) At a pro-rata rate corresponding to hours worked and FTE for part time employees
 - c) Progressively during the 12-month period and credited to employees each fortnight
 - d) Unused personal/carer's leave will accumulate from year to year without limit.
- 24.2 Personal Leave can be accessed in the following manner:
 - a) In the event of an employee, other than a casual, becoming unwell and unfit for duty they will be entitled to sick leave as described in YWCA Canberra's Sick Leave Policy;
 - b) To be entitled to sick leave on full pay an employee may be required produce a certificate from a legally qualified medical or other relevant practitioner immediately on return to work, for any absences;
 - c) absences on sick leave either side of a public holiday will not be paid unless

a medical certificate, statutory declaration or other evidence satisfactory to YWCA Canberra is provided within seven days of return to work.

24.3 Carer's Leave can be accessed in the following manner:

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

24.4 The entitlement to use personal leave in accordance with this sub clause is subject to the employee being responsible for the care of the person concerned; and the person concerned being either:

- a. a member of the employee's immediate family; or
- b. a member of the employee's household.

24.5 The term immediate family includes:

- (i) A spouse or former spouse;
- (ii) de facto partner or former de facto partner;
- (iii) child;
- (iv) parent;
- (v) grandparent;
- (vi) grandchild or sibling of an employee, or a child, parent, grandparent, grandchild or sibling of an employee's spouse or de facto partner.
- (vii) It includes step-relations (e.g. step-parents and step-children) as well as adoptive relations.

24.6 The employee will, wherever practicable, give YWCA Canberra notice prior to the absence or the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee will notify YWCA Canberra by telephone of such absence at the first opportunity on the day of absence.

25. COMPASSIONATE/BEREAVEMENT LEAVE

- 25.1 An employee (other than a casual employee) will, on each occasion of the death or life threatening serious illness or injury of a member of their immediate family or household, be entitled on notice to paid leave for two (2) ordinary days' work.
- 25.2 Definitions of immediate family will be in accordance with the National Employment Standards
- 25.3 If requested by the YWCA Canberra, proof of such death or serious illness or injury will be furnished by the employee to the satisfaction of the YWCA Canberra.
- 25.4 Casual employees will on each occasion of death or life-threatening serious illness or injury of a member of their immediate family or household, will be entitled on notice to unpaid leave for two (2) ordinary days' work.

26. PURCHASED LEAVE

- 26.1 Purchased leave is where employees have planned absences of one, two, three or four weeks leave which is funded by salary deductions spread evenly over the year. This allows employees to receive pay during such leave.
- 26.2 From the commencement of this Agreement, employees may apply for up to four weeks purchased leave in each calendar year. Purchased leave can only be taken in one-week blocks.
- 26.3 Purchased leave must be used within the twelve months it was purchased.
- 26.4 Purchased leaves counts as service for all other purposes.
- 26.5 Applications for purchased leave must be made by the date nominated by YWCA Canberra in the relevant policy.
- 26.6 The additional paid leave under purchased leave does not attract annual leave loading and cannot be accrued. Purchased leave does not attract superannuation payments and will be paid at the time of taking based on the hourly rate at which it was deducted. This rate may not necessarily be the same as the employee's current rate of pay.
- 26.7 The Chief Executive Officer will approve purchased leave based on the operational requirements of the organisation, having regard to the personal needs and family responsibilities of staff.
- 26.8 Once the period of purchased leave has been approved, it may only be revoked by YWCA Canberra where exceptional circumstances exist. In the event of revocation, any accumulated leave may be paid out to the employee or leave deferred to another date mutually agreeable to the employee and employer. When an employee leaves the organisation during a year in which purchased leave has been approved, final payment will be adjusted to take account of deductions not yet made and leave not taken.

27. PARENTAL LEAVE

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

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

- a) an eligible employee is an employee who submits to the employer a certificate from a recognised medical practitioner stating that they are pregnant and specifying the expected date of confinement or an eligible employee who submits evidence of being an approved applicant for the adoption of a child and of the date of placement where they are the primary carer.
- b) There is no qualifying period of service for eligible employees to access YWCA Canberra paid parental leave.
- c) YWCA Canberra Parental Leave may commence up to 6 weeks prior to the expected date of birth.

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

Parental Leave Type	Definition	Entitlement
Paid Parental Leave	An eligible employee is entitled to 14 weeks paid parental leave at ordinary pay from the date the parental leave commences. This applies to birth, still birth (see Definitions) and adoption	14 weeks paid parental leave
Secondary Carer Parental Leave	An eligible employee who submits satisfactory evidence that they are the parent of an expected birth or taking custody of the child in a secondary care giver role is entitled to the following secondary parenting paid leave which must be taken within the period of one week prior to the expected date of birth or adoption, and concluding no later than 6 weeks after the birth (including still birth) or adoption of the child.	3 weeks paid secondary carers parental leave
Primary Carer Parental Leave	An eligible employee is a co-parent, partner or grandparent who advises that they are to be the primary care giver with the sole responsibility for the care of a child and who submits satisfactory evidence. This leave must commence within 6 weeks of the birth (including still birth) or adoption of the child	14 weeks paid primary carer parental leave

27.4 Payment of such leave may be paid:

- d) on a normal fortnightly basis; and
- e) at full pay; or
- f) at half pay (over 28 weeks).

25.3 Accrued annual and/or long service leave entitlements can be used during the period of unpaid parental leave and can be paid on full or half pay to enable the employee to continue receiving payments during that period. The total amount of

parental leave, including both the paid and unpaid components, that may be taken remains at 52 weeks unless extended.

25.4 Right to request

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

- a) to extend the period of simultaneous unpaid parental leave provided for in the *Fair Work Act 2009* up to a maximum of 8 weeks;
- b) to extend the period of unpaid parental leave by a further continuous period of leave not exceeding 12 months;
- c) to return from a period of parental leave on a part-time basis until the child reaches school age to assist the parent in reconciling work and parental responsibilities:
 - (i) The employer will consider the request having regard to the employee's circumstances and providing the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
 - (ii) Both the request from the employee and the response from the employer will be in writing. Request to return to work part-time
 - (iii) Where an employee wishes to make a request, such a request must be made as soon as possible but no less than 6 weeks prior to the date upon which the employee is due to return to work from parental leave.
 - (iv) If an employee who is on parental leave wishes to return to work at a date earlier than agreed on and the request can be operationally accommodated, they are required to provide such a request in writing to their manager with a minimum of six (6) weeks' notice for consideration.

28. LONG SERVICE LEAVE

- 28.1 Employees based in the ACT will be entitled to paid long service leave in accordance with the Long Service Leave (Portable Schemes) Act 2009 (ACT) and any amended/previous legislation that may apply.
- 28.2 Employees in other jurisdictions will be covered by the relevant state and territory long service leave legislation.

29. COMMUNITY/EMERGENCY SERVICE LEAVE

- 29.1 An employee who engages in an eligible community service activity may access unpaid community service leave to fulfil their emergency service duties.
- 29.2 For the purposes of this clause, eligible community service activity has the same meaning as it does in s.109 of the Fair Work Act 2009.

30. COURT APPEARANCE LEAVE

30.1 Jury Service

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

is required.

30.2 Witness Appearance Leave

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

31. CEREMONIAL LEAVE

- 31.1 An Aboriginal person or Torres Strait Islander is a person who identifies as such and furthermore is regarded as an Aboriginal person or Torres Strait Islander by members of their community. An employee who is required by Aboriginal or Torres Strait Islander tradition to be absent from work for Aboriginal or Torres Strait Islander ceremonial purposes, may apply to use up to ten (10) days of unpaid leave entitlement for the purposes of Ceremonial Leave in each two year (calendar) period.
- 31.2 The employee may be required by YWCA Canberra to provide reasonable evidence to establish that they have an obligation under Aboriginal and Torres Strait Islander custom and/or traditional law to participate in ceremonial activities.
- 31.3 Under normal circumstances the staff member must provide at least 2 weeks' notice in writing of their intention to take leave under to this clause.
- 31.4 Approval of all Ceremonial leave will be subject to YWCA Canberra's operational requirements and will not be unreasonably withheld.
- 31.5 These days may include, but will not be limited to tombstone openings, attendance at funerals, smoking of houses, initiation ceremonies or to attend other such ceremonies deemed by the elders to be significant.
- 31.6 Leave taken in accordance with the provisions of this clause will count as service for all purposes.

32. CULTURAL LEAVE

- 32.1 An employee may apply to use up to ten (10) days of unpaid leave entitlement for the purposes of Cultural Leave in each 2-year (calendar year) period in order to attend days of religious or cultural significance to the employee.
- 32.2 An employee may nominate, on an annual basis, specific days which that employee wishes to take as cultural and/or religious leave.
- 32.3 Subject to normal operating requirements, YWCA Canberra will not unreasonably refuse the grant of that leave.
- 32.4 An employee may be required to provide evidence, such as a statutory declaration, to support their request for Cultural Leave.

- 32.5 Applications from employees who are members of Aboriginal and Torres Strait Islander communities in respect of Aboriginal and Torres Strait Islander culture or religion will be dealt with under the Ceremonial Leave, clause 31 of this Agreement.
- 32.6 Leave taken in accordance with the provisions of this clause will count as service for all purposes.

33. STUDY LEAVE

- 33.1 All permanent employees may be granted two days paid study leave per anniversary year (pro-rated for part-timers) subject to approval of their supervisor.
- 33.2 Applications for study leave must be in writing and include supporting documentation (evidence of enrolment for example) to their supervisor.
- 33.3 Studies must be relevant to the employee's role and/or part of their agreed professional development and training plan.
- 33.4 Study leave will not attract leave loading and will be paid at the employee's ordinary rate and for ordinary hours.
- 33.5 Study leave provisions do not accrue.

34. FAMILY AND DOMESTIC VIOLENCE LEAVE

- 34.1 As employees of an organisation committed to the elimination of family and domestic violence, YWCA Canberra employees experiencing domestic violence have access to family and domestic violence leave of up to ten (10) additional days of paid leave per annum.
- 34.2 Family and domestic violence leave is available to all employees, regardless of their gender, employment status or tenure with YWCA Canberra.
- 34.3 Family and domestic violence means violent, threatening or other abusive behaviour by certain individuals known to an employee that both:
 - a) seeks to coerce or control the employee; and/or
 - b) causes them harm or fear.
- 34.4 Family and domestic violence leave is not cumulative from year to year.
- 34.5 Applications for leave will be dealt with confidentially and sensitively and will not be recorded on the employee's pay advice to maintain confidentiality.
- 34.6 YWCA Canberra may request reasonable evidence that the leave was used for the purpose of the remedying activities. Evidence will only be sighted, and no copies will be made or recorded.
- 34.7 Reasonable adjustments should be considered to ensure the individual's safety in the workplace (e.g different work locations, removal of phone listing

or changes to contact details).

- 34.8 Domestic violence leave does not attract leave loading.

35. END OF YEAR CLOSE DOWN

- 35.1 Permanent employees will be entitled to 3 additional paid leave days for the working days between Christmas and New Year's Day during the closedown period as advised by the employer from year to year.
- 35.2 Any decision to re-open YWCA Canberra during the closedown period shall be wholly at the discretion of the Chief Executive Officer.
- 35.3 The 3 days will be paid in accordance with ordinary days and hours of work (or work pattern) and there will be no deduction from annual or personal/carer's leave credits for the closedown days.
- 35.4 Closedown days cannot be banked or utilised outside of closedown dates each year and will not accrue leave loading.
- 35.5 End of Year closedown now incorporates and replaces the former Y Day and Y Day will no longer be a separate entitlement.
- 35.6 End of Year closedown is not available to employees who are not normally rostered or required to work the days between Christmas and New Year's Day; and will not be applicable to Childrens Services employees on 40-week contracts.
- 35.7 Existing YWCA Canberra employees who are in receipt of the grandfathered retention bonus scheme will not be eligible for End of Year closedown leave, with the intention for them to instead use their retention bonus days or other forms of appropriate leave.

36. LEAVE WITHOUT PAY

- 36.1 On application by an employee, the YWCA Canberra may, at its discretion, grant to an employee leave without pay for any purpose.
- 36.2 It is expected that an employee exhaust all accrued balances of leave before leave without pay is utilised or approved.
- 36.3 All Leave without Pay applications must have final approval from the CEO.
- 36.4 Leave without Pay does not accrue entitlements and does not count as service for any purpose.

PART 5: SALARY PAYMENT OF WAGES AND SUPERANNUATION

37. PAYMENT OF WAGES

- 37.1 Salaries and wages will be paid fortnightly by electronic funds transfer to the employee's nominated Australian financial institution account, along with either electronic or hard copy pay slips.
- 37.2 Salaries will be paid not more than five working days following the end of the pay period.
- 37.3 YWCA Canberra may deduct from any amounts due to the employee such amounts as are authorised in writing by such employee.

38. WAGE INCREASES

- 38.1 The base rates payable to employees are set out in the tables of Schedule 1 applicable to each employee (Wage Tables).
- 38.2 It is agreed that the base rates payable to employees will increase at the start of the full pay period following each date specified in the columns of the Wage Tables, to the base rate set out in the corresponding column and row applicable to each employee.
- 38.3 The wage increase specified above are inclusive of any wage increases, determination or award of the FWC or any other authorised tribunal or commission made during the period of this Agreement. Any increases in the Award rates of pay will be absorbed into the wage rates paid under this Agreement. Should the application of any increase awarded by the FWC result in rates applicable to the employees that are greater than those applying in this Agreement, those rates will be applied in lieu of the above increases from the date specified by the FWC.
- 38.4 The Modern Awards that cover YWCA Canberra are the:
 - a) Social, Community, Home Care and Disability Services Industry Award [MA000100] ('the SCHADS Award'); and
 - b) Children's Services Award [MA000120].
- 38.5 YWCA Canberra does not carry out any home care or disability services functions that are covered by the SCHADS Award and will never carry out these functions in the future.
- 38.6 If the rate of pay falls below the Modern Award rate during the life of this Agreement, the rate of pay shall default to the minimum rate prescribed in accordance with the relevant Modern Award rate.
- 38.7 YWCA Canberra will pay eligible employees under the Children's Services Award no less than the entitlements they would otherwise receive if they were engaged directly under the Award and not under this Agreement. Where there is an inconsistency between the entitlements in the Children's Services Award and this Agreement, and the Children's Services Award

offers a more beneficial entitlement to the employee, the Children's Services Award entitlement will be applied to the extent of the inconsistency.

- 38.8 YWCA Canberra will pay eligible employees under the SCHADS Award no less than the entitlements they would otherwise receive if they were engaged directly under the Award and not under this Agreement. Where there is an inconsistency between the entitlements in the SCHADS Award and this Agreement, and the SCHADS Award offers a more beneficial entitlement to the employee, the SCHADS Award entitlement will be applied to the extent of the inconsistency.
- 38.9 The parties to this Agreement anticipate the potential need for further wage increases and variation of the wages and allowances contained in Schedule 1 and Schedule 2 to this Agreement as a result of the provision of additional funding by the Commonwealth to care sector providers. The process for consulting about any additional funds arising and determining the allocation of those funds is set out in Appendix A.
- 38.10 YWCA Canberra will pay Children's Services employees classified as Grade 1, Level 1, Year 1 and Grade 1, Level 1, Year 2 in accordance with the National Training Wage set out in Schedule E of the Miscellaneous Award 2020.

39. SUPERANNUATION

- 39.1 YWCA Canberra will comply with all obligations relating to the payment of occupational superannuation as provided for under the Superannuation Guarantee (Administration) Act 1992, the Superannuation Guarantee Charge Act 1992, the Superannuation Industry (Supervision) Act 1993 and the Superannuation (Resolution of Complaints) Act 1993 and associated Regulations, and any legislation that supersedes the aforementioned.
- 39.2 For the purposes of this agreement, 'default fund' will mean the Health Employees Superannuation Trust of Australia (HESTA) or any approved fund, which meets the requirements of the Superannuation Industry (Supervision) Act 1993 as a complying fund for occupational superannuation.
- 39.3 To offer employees a choice of superannuation funds, the employer will also offer an employee the choice of other superannuation funds in addition to the default fund.
- 39.4 An employee may nominate an alternate fund to the default fund.
- 39.5 Where a new employee does not choose a superannuation fund, YWCA Canberra will make superannuation payments into the employees existing super account known as the 'stapled super fund'.
- 39.6 For employees who do not choose a superannuation fund, and do not have a 'stapled super fund', YWCA Canberra will make superannuation payments into the default superannuation fund.

- 39.7 An employee may elect to make additional voluntary contributions to their chosen fund from their salary through payroll deductions. Any such arrangement will be requested in writing by the employee to YWCA Canberra may be amended on an annual basis only. Written requests to amend or commence voluntary employee contributions will include the value and frequency of contributions.
- 39.8 That YWCA Canberra undertakes to pay eligible employees, covered by the SCHADS Award, superannuation contributions for a period of absence due to a work-related injury or illness, for a period of up to 52 weeks

40. ABSENCE FROM WORK

- 40.1 **Paid Leave**
Subject to the Trust Deed of the fund of which the employee is a member, contributions will continue whilst a member of the fund is absent on paid leave such as annual leave, long service leave, public holidays, jury service, court appearance leave and personal leave.
- 40.2 **Unpaid Leave**
Contributions will not be required to be made by YWCA Canberra in respect of any absence from work without pay.

PART 6: WORKPLACE CONSULTATION, PERFORMANCE AND DISPUTE RESOLUTION

41. CONSULTATION TERM

41.1 This term applies if YWCA Canberra:

- a) has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to YWCA Canberra business that is likely to have a significant effect on employees, or
- b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

41.2 For a major change referred to in clause 41.1 to take place:

- a) the employer must notify relevant employees of the decision to introduce the major change, and
- b) Clauses 41.3 to 41.9 apply.

41.3 The relevant employees may appoint a representative for the purposes of the procedures in this term.

41.4 If:

- a) a relevant employee appoints, or relevant employees appoint, the representative for purposes of consultation, and
- b) the employee or employees advise the employer of the identity of the representative;

the employer must recognise the representative.

41.5 As soon as possible after making its decision, the employer must:

- a) Discuss with relevant employees:
 - i. the introduction of the change; and
 - ii. the effect the change is likely to have on the employees; and
 - iii. measures YWCA Canberra is taking to avert or mitigate the adverse effect of the change on the employees; and
 - b) for the purposes of the discussion – provide, in writing, to the relevant employees:
 - i. all relevant information about the change, including the nature of the change proposed; and
 - ii. information about the expected effects of the change on employees; and any other matters likely to affect the employees.
- 41.6 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

- 41.7 The employer must give prompt and genuine consideration to matters raised about the major change by relevant employees.
- 41.8 If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph 41.2 (a) and subclauses 41.3 and 41.5 are taken not to apply.
- 41.9 In this term, a major change is likely to have a significant effect on employees if it results in:

- a) the termination of employment of employees; or
- b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
- c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- d) the alteration of hours of work; or
- e) the need to retrain employees; or
- f) the need to relocate employees to another workplace; or
- g) the restructuring of jobs

Change to regular roster or ordinary hours of work

41.10 For a change referred to in paragraph 41.1 (b):

- a) the employer must notify the relevant employees of the proposed change; and
- b) subclauses 41.11 to 41.15 apply.

41.11 The relevant employees may appoint a representative for the purposes of the procedures in this term.

41.12 If:

- a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- b) the employee or employees advise the employer of the identity of the representative;

the employer must recognise the representative.

41.13 The employer must:

- a) discuss with the relevant employees the introduction of the change; and
- b) for the purposes of the discussion—provide to the relevant employees:
 - i. all relevant information about the change, including the nature of the change; and
 - ii. information about what the employer reasonably believes will be the effects of the change on the employees; and
 - iii. information about any other matters that the employer reasonably believes are likely to affect the employees; and

- c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

41.14 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

41.15 The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.

41.16 In this term:

relevant employees means the employees who may be affected by a change referred to in this clause.

42. MANAGEMENT OF CHANGE

42.1 Communication about Implementing Change

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

43. IMPROVING PERFORMANCE AND COUNSELLING EMPLOYEES

- 43.1 YWCA Canberra is committed to creating a workplace environment that encourages and supports high-performance, so we can work and thrive together.
- 43.2 It is recognised that there may be times when an employee does not meet the performance expectations of their position and support may be required to aim to improve the performance of an employee. In these instances, YWCA Canberra will meet with the employee with the goal of providing all necessary information and support to help the employee improve their performance.
- 43.3 The employee may have a representative or support person present with them during a performance meeting if they wish.

44. DISPUTE RESOLUTION PROCEDURE

44.1 If the dispute relates to a:

- a) matter arising under this agreement, or
- b) minimum entitlement under the National Employment Standards;

this term sets out procedures to settle the dispute.

- 44.2 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- 44.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.
- 44.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.

44.5 The Fair Work Commission may deal with the dispute in 2 stages:

- a) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - i. arbitrate the dispute; and
 - ii. make a determination that is binding on the parties.

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

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

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

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

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

PART 7: TERMINATION, REDUNDANCY AND ALLOWANCES

45. TERMINATION OF EMPLOYMENT

45.1 Notice of termination of payment in lieu by the Employer

YWCA Canberra may terminate the employment of an employee by providing a period of notice specified in the table below:

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

- a) In addition to the notice in 45.1, employees over forty-five (45) years of age at the time of the giving of the notice, with not less than two years continuous service, are entitled to an additional week's notice.
- b) Payment in lieu of the prescribed notice in 45.1 must be made if the appropriate notice period is not required to be worked. If employment may be terminated by the employee working part of the required period of notice and by YWCA Canberra making payment for the remainder of the period of notice.
- c) The period of notice in this clause does not apply:
 - (i) to employees engaged for a specific amount of time or for a specific task or tasks (fixed-term agreements);
 - (ii) to trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement; or
 - (iii) to casual employees.
- d) Continuous service is defined as all periods of permanent part-time and full-time employment with YWCA Canberra notwithstanding:
 - (i) absence from work on due to paid leave, which will be considered and counted as time worked.
 - (ii) unpaid absences. Provided unpaid absences of more than one week in any year of employment will not be counted as time worked except for periods of unpaid parental leave.

46. NOTICE OF TERMINATION BY AN EMPLOYEE

- 46.1 An employee must give the employer notice of termination. The notice of termination required to be given by an employee is the same as that required of YWCA Canberra for grade 1 to grade 4 employees outlined in clause 45.1. Grade 5 and 6 employees will be required to provide 4 weeks' notice.
- 46.2 If an employee, without the express agreement of YWCA Canberra, fails to give the notice specified in 46.1, YWCA Canberra is not obliged to make payment in lieu of the balance of the notice period that was not worked.
- 46.3 If an employee who is at least 18 years old does not give the period of notice required under paragraph (b), then the employer may deduct from wages due to the employee under this award an amount that is no more than one week's wages for the employee.
- 46.4 If the employer has agreed to a shorter period of notice than that required under subclause 46.1, then no deduction can be made under subclause 46.3.
- 46.5 Any deduction made under subclause 46.3 must not be unreasonable in the circumstances.
- 46.6 YWCA Canberra on termination of employment, will pay out to an employee any outstanding amount of time off in lieu (**TOIL**) calculated at the appropriate overtime rates applying to the employee at the time of termination.
- 46.7 Notwithstanding clause 46.1 of the Agreement, employees will be required to give notice of termination in accordance with the NES or the modern award which covers them, whichever provides for the lowest period of notice.

47. RETENTION BONUS SCHEME

- 47.1 The Retention Bonus Scheme will be grandfathered and as such the following will continue to apply for all employees engaged (or re-engaged) up to the date of the approval up to the date of the YWCA Canberra Enterprise Agreement 2018-202 in recognition for service given to the YWCA Canberra, all permanent and ongoing employees that have been employed for the following continuous years of service will be offered options of additional leave days each year or a cash benefit (taxable) for years of service as per this table:

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

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

48. REDUNDANCY

48.1 Transfer or redeployment to lower paid duties

Where an employee is transferred to lower paid duties following significant change, the same period of notice must be given as the employee would have been entitled to if the employment had been terminated as outlined in clause 45.1 YWCA Canberra may, at their discretion, make payment in lieu of notice of the amount equal to the difference between the former ordinary rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

48.2 Redundancy pay

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

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

48.3 Employee leaving during notice period

An employee who has been given notice of termination of employment in circumstances of redundancy, may terminate their employment during the period of notice set out in clause 45.1. In this circumstance the employee will be entitled to receive the benefits and payments they would have received under this clause had they remained employed by YWCA Canberra until the expiry of the notice but will not be entitled to payment in lieu of notice.

48.4 Alternative employment

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

48.5 Job search entitlement

During the period of notice of termination given by YWCA Canberra in accordance with 45.1, an employee will be allowed up to one ordinary day off without loss of pay during each week of notice for seeking other employment.

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

48.6 Employees exempted

This clause does not apply to:

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

49. ALLOWANCES

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

49.1 Travel accommodation and meals

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

49.2 Use of private vehicle for YWCA Canberra work purposes

An employee may use their comprehensively insured private motor vehicle for work-related travel only with the prior approval of YWCA Canberra. Where a private motor vehicle is being used in the performance of duties the employee will be paid in accordance with the Private Vehicle Reimbursement Rates as prescribed by Schedule 2.

49.3 First aid allowance

- a) Where YWCA Canberra appoints an employee qualified as a first aid officer, YWCA Canberra will pay the employee who is the holder of a current recognised first aid qualification an allowance at the rate specified in Schedule 2. This allowance will be per day based on full-time employment and will be pro-rated to a per hour rate for part-time employees.
- b) Where YWCA Canberra appoints an employee qualified at a certificated first aid course to act as a workplace/work unit first aid person (other than in a workplace with specific workplace registration requirements), YWCA Canberra will pay the employee who is the holder of a current recognised first aid qualification an allowance at the rate specified in Schedule 2 per week.

49.4 Higher duties allowance

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

49.5 On-call allowance

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

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

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

49.6 Additional Allowances

- a) Additional Professional Qualification Allowance will be paid to qualified Early Learning Teachers working in Early Learning Services in an Early Learning Teacher role.
- b) Additional Educational Leader allowance will be paid to employees who perform the responsibilities of an educational leader (under Regulation 118 of the Education and Care Services National Regulations 2011).

49.7 Broken shift allowance

Where an employee works two separate shifts per day they will attract a Broken Shift Allowance as specified in Schedule 2. A shift is considered a Broken Shift when a period of more than 1.5 hours lapses between the two spells of duty.

49.8 Stand Down

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

Provided:

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

50. HOURS OF WORK AND RELATED MATTERS

- 50.1 The ordinary hours of work for each employee must be stipulated on engagement or fixed term renewal.
- 50.2 Ordinary hours are defined as those hours worked continually, except for meal breaks, on any or all the days from Monday to Friday (inclusive)

between 7.00 a.m. and 7.00 p.m.

- 50.3 YWCA Canberra does not operate or deliver services on weekends (Saturday or Sunday) so no ordinary hours are required of employees on weekends. In the unlikely event that an employee is required to perform ordinary hours on a weekend, they will be entitled to payments under the relevant Award.
- 50.4 The ordinary hours of work for any full-time employee are 38 hours per week, worked in periods not exceeding eight hours, in unbroken periods save for meal breaks, and where broken shifts are worked, the spread of hours will be no greater than 12 hours.
- 50.5 Any variation to hours of work or patterns of work will be with the express approval from the relevant supervisor or manager and will be confirmed in writing.
- 50.6 For part time employees, any hours worked above contracted hours must be pre-approved in writing by YWCA Canberra management and will be paid at ordinary rates of pay up until 38 hours per week (76 hours per fortnight).

51. MEAL BREAKS

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

52. REST PERIODS /TEA BREAKS

For employees in Early Learning Services, at times suitable to YWCA Canberra, one rest period of 20 minutes each will be given to each employee during each full-time period (7.6 hours per day) of ordinary rostered hours and will be counted as time worked.

53. OVERTIME

- 53.1 YWCA Canberra may require an employee to work reasonable overtime.
- 53.2 An employee may decline to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to health and safety, personal circumstances (including any family responsibilities), the needs of the workplace, the period of notice (if any) given to the employee and any other relevant matter.
- 53.3 Overtime will only be worked with the prior approval of YWCA Canberra. Prior approval must also include approval of whether payment for overtime or time of in lieu (TOIL) applies to the period of approved overtime. YWCA Canberra will generally require TOIL to apply in workplaces where current TOIL systems operate. All approved time worked by employees in excess of 38 hours per week or 76 hours per fortnight will be considered overtime or time in lieu where appropriate.

53.4 Casual employees that are required to work overtime will be entitled to payments in accordance with the relevant Award.

53.5 Rates Applicable to Overtime (Full Time Employees)

- a) on Monday to Saturday, payment will be made at the rate of time and half (T1.5) for the first two (2) hours and double time (T2) thereafter;
- b) for all authorised overtime on a Sunday, payment will be made at the rate of double time (T2);
- c) for all authorised overtime on a public holiday, payment will be made at double time and a half (T2.5); and
- d) overtime rates in this clause will be in substitution for, and not cumulative upon the shift premiums.

53.6 Rates applicable to Overtime (Part Time Employees)

- a) All part-time hours worked by part-time employees in excess of 38 hours per week or 76 hours per fortnight will be paid for at the rate of time and a half (T1.5) for the first two hours and double time (T2) thereafter, except that on Sundays such overtime will be paid at the rate of double time (T2) and on public holidays at the rate of double time and a half (T2.5).
- b) All time worked by a part-time employee which exceeds 10 hours per day, will be paid at the rate of time and a half (T1.5) for the first two hours and double time (T2) thereafter, except on Sundays when overtime will be paid for the rate of double time (T2), and on public holidays at double time and a half (T2.5).

53.7 Time off (TOIL) instead of payment for overtime

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

- a) any periods of time off in ordinary hours will equate to the relevant period of overtime worked;
- b) all employees at YWCA Grade 5 and above will accrue the first ten (10) hours of TOIL accrual on an hour for hour worked basis.
- c) an employee may accumulate up to a maximum of ten hours' time in lieu at any given point in time;
- d) by agreement between the employee and employer, TOIL for overtime may be accrued and taken as part of annual leave or for a specific purpose;
- e) where it is not possible for an employee to take the time off instead of payment for overtime within the three-month period following accrual, it is to be paid out at the appropriate overtime rate based on the rates of pay applying at the time payment is made.
- f) All TOIL must be taken within three months of accruing and not be carried over to a new financial year.

53.8 Overtime meal allowance

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

53.9 Transport after overtime

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

54. NON-CONTACT TIME IN EARLY LEARNING CENTRES

- 54.1 Employees responsible for programming and planning for a group of children will be allowed up to 2 hours per week away from face to face work with the children in their care. This time is to be spent on planning, preparing, researching and programming activities.
- 54.2 Such non-contact time will be granted to the employee when the employee requests that time is necessary. The hours at which such non-contact time will be taken will be decided by the Director/Coordinator following discussion with the employee concerned.
- 54.3 Where YWCA Canberra believes that non-contact time is unnecessary YWCA Canberra will discuss this with the employee within 8 hours of such request being made. Following this discussion should the employee not accept the decision of YWCA Canberra the employee can refer to the dispute resolution procedure in this Agreement.
- 54.4 Wherever possible non-contact time should be rostered in advance to minimise the disruption to the service and the financial impact.

55. NOTIFICATION OF SHIFTS

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

56. CALCULATION OF CONTINUOUS SERVICE

- 56.1 For calculating entitlements under this Agreement, service will be deemed to be continuous notwithstanding absences from work on account of paid leave entitlements, which will be taken into account and counted as time worked.
- 56.2 Unpaid absences and leave without pay

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

- a) unpaid absences total less than one week in any year of employment or
- b) absence is unpaid parental leave, such absences will be counted as time worked.

Signatories to the Agreement

Single enterprise agreement of the YWCA Canberra, known as:

YWCA Enterprise Agreement 2023-2027


The persons below sign this agreement in accordance with Regulation 2.06A of the *Fair Work Regulations 2009*.

Frances Crimmins
Chief Executive Officer
Signed for and on behalf of the YWCA Canberra
Level 2, 71 Northbourne Avenue, Canberra ACT 2601


SIGNATURE

Frances Crimmins
NAME and TITLE CEO

In the presence of:


SIGNATURE
Date: 31/10/23


MELANIE FRENCH
NAME

Leah Dwyer and Sharon Nestor
Employee Bargaining Representatives
Signed for and on behalf of the Employees of YWCA Canberra
Level 2, 71 Northbourne Avenue, Canberra ACT 2601



SIGNATURE

Leah Dwyer Policy + advocacy
NAME and TITLE Director


In the presence of:


SIGNATURE
Date:

K. Berney ED NWSA
NAME


SIGNATURE
In the presence of:

Sharon Nestor Quality &
NAME and TITLE Compliance
manager.


SIGNATURE
Date: 1.11.2023

Louisa Mooney
NAME

Helen Gibbons

~~[insert name of authorised rep]~~

~~[insert address]~~ 833 Bourke Street Docklands VIC 3008
United Workers Union



SIGNATURE

In the presence of:



SIGNATURE

Date: 06/11/2023

Helen Gibbons, Director

NAME and TITLE

Yasmin Green

NAME

ANGUS MCFARLAND

~~Insert name of authorised rep]~~

~~[insert address]~~ 39-47 RENWICK ST, REDFERN, 2016

Australian Services Union

SIGNATURE

In the presence

of.



SIGNATURE

Date: 7/11/23

ANGUS MCFARLAND, SECRETARY

NAME and TITLE

PATRICK BATES

NAME

SCHEDULE 1: Classifications and Wages

RATES OF PAY AND SPECIFIC CONDITIONS FOR CHILDREN'S SERVICES EMPLOYEES

YWCA Classification Level		Corresponding Children's Services Award Classification	Rates payable FY 2023-2024 (Permanent)	Rates payable FY 2024-2025 (Permanent)	Rates payable FY 2025-2026 (Permanent)	Rates payable FY 2026-2027 (Permanent)
			3%	2%	2%	3%
GRADE 1						
LEVEL 1						
Year 1	Y111	Support 1.1	\$23.23	\$23.69	\$24.17	\$24.89
Year 2	Y112		\$23.23	\$23.69	\$24.17	\$24.89
GRADE 1						
LEVEL 2						
Year 1	Y121 (Y Trainee)	1.1	\$23.23	\$23.69	\$24.17	\$24.89
Year 2	Y122		\$23.23	\$23.69	\$24.17	\$24.89
GRADE 2						
LEVEL 1						
Year 1	Y211	2.1	\$23.94	\$24.42	\$24.91	\$25.65
Year 2	Y212	2.2	\$24.73	\$25.22	\$25.73	\$26.50
Year 3	Y213		\$24.73	\$25.22	\$25.73	\$26.50
Year 4	Y214		\$25.63	\$26.15	\$26.67	\$27.47
GRADE 2						
LEVEL 2						
Year 1	Y221	3A1	\$25.81	\$26.32	\$26.85	\$27.66
Year 2	Y222	3A2	\$26.69	\$27.22	\$27.76	\$28.60
Year 3	Y223 (Cert III)	3.1	\$27.54	\$28.09	\$28.65	\$29.51
Year 4	Y224	3.2	\$28.15	\$28.72	\$29.29	\$30.17
Year 5	Y225	3.3	\$29.11	\$29.70	\$30.29	\$31.20
GRADE 3						
LEVEL 1						
Year 1	Y311	(4A1-4A5)	\$30.55	\$31.16	\$31.79	\$32.74
Year 2	Y312	4.1	\$31.21	\$31.83	\$32.47	\$33.44
Year 3	Y313	4.2 – 4.3	\$32.04	\$32.68	\$33.33	\$34.33
GRADE 3						
LEVEL 2						
Year 1	Y321		\$32.71	\$33.36	\$34.03	\$35.05
Year 2	Y322		\$32.79	\$33.45	\$34.11	\$35.14
Year 3	Y323		\$32.92	\$33.58	\$34.25	\$35.28
GRADE 3						
LEVEL 3						
Year 1	Y331 (Diploma)	3.4 (Diploma)	\$32.92	\$33.57	\$34.25	\$35.27
Year 2	Y332	5A1-5A3 & 5.1-5.4	\$33.71	\$34.39	\$35.07	\$36.13
Year 3	Y333		\$34.60	\$35.29	\$35.99	\$37.07
Year 4	Y334		\$35.38	\$36.08	\$36.81	\$37.91

Year 5	Y335		\$36.32	\$37.05	\$37.79	\$38.92
Year 6	Y336		\$37.58	\$38.33	\$39.09	\$40.27
GRADE 4						
LEVEL 1						
Year 1	Y411 (Dip. Lead Ed)	(Direc 1) 6.1	\$37.58	\$38.33	\$39.09	\$40.27
Year 2	Y412	(Direc 1) 6.2	\$37.72	\$38.47	\$39.24	\$40.42
Year 3	Y413	(Direc 1) 6.3	\$38.23	\$39.00	\$39.78	\$40.97
GRADE 4						
LEVEL 2						
Year 1	Y421	(Direc 2) 6.4	\$39.72	\$40.52	\$41.33	\$42.57
Year 2	Y422	(Direc 2) 6.5	\$40.11	\$40.91	\$41.73	\$42.98
Year 3	Y423	(Direc 2) 6.6	\$40.59	\$41.40	\$42.23	\$43.50
GRADE 4						
LEVEL 3						
Year 1	Y431	(Direc 3) 6.7	\$41.19	\$42.01	\$42.85	\$44.14
Year 2	Y432	(Direc 3) 6.8	\$41.59	\$42.42	\$43.27	\$44.57
Year 3	Y433	(Direc 3) 6.9	\$42.09	\$42.93	\$43.79	\$45.11
GRADE 5						
LEVEL 1						
Year 1	Y511		\$43.01	\$43.87	\$44.75	\$46.09
Year 2	Y512		\$43.88	\$44.76	\$45.66	\$47.03
Year 3	Y513		\$44.79	\$45.69	\$46.60	\$48.00
GRADE 5						
LEVEL 2						
Year 1	Y521		\$45.69	\$46.60	\$47.53	\$48.96
Year 2	Y522		\$46.59	\$47.53	\$48.48	\$49.93
Year 3	Y523		\$48.41	\$49.38	\$50.36	\$51.87
Year 4	Y524		\$49.31	\$50.30	\$51.31	\$52.85
GRADE 6						
LEVEL 1						
Year 1	Y611		\$52.81	\$53.86	\$54.94	\$56.59
Year 2	Y612		\$54.59	\$55.69	\$56.80	\$58.50
Year 3	Y613		\$56.41	\$57.54	\$58.69	\$60.45
GRADE 6						
LEVEL 2						
Year 1	Y621		\$57.66	\$58.81	\$59.99	\$61.79
Year 2	Y622		\$63.20	\$64.46	\$65.75	\$67.72

RATES OF PAY AND SPECIFIC CONDITIONS FOR SCHADS & OTHER EMPLOYEES

YWCA Classification (other than Children's Services and FDC)		Corresponding SCHADS Award level	Rates Payable FY 2023-2024 (Permanent Employees)
GRADE 2			
Level 1			
Year 1	Y211	1.1	\$ 24.49
Year 2	Y212	1.2	\$ 25.28
Year 3	Y213	1.3	\$ 26.18
GRADE 2			
Level 2			
Year 1	Y221	2.1	\$ 32.21
Year 2	Y222	2.2	\$ 33.22
Year 3	Y223	2.3	\$ 34.23
Year 4	Y224	2.4	\$ 35.14
Year 5	Y225	2.5	\$ 35.14
GRADE 3			
Level 1			
Year 1	Y311	3.2	\$ 37.03
Year 2	Y312	3.3	\$ 37.82
Year 3	Y313	3.4	\$ 38.60
GRADE 3			
Level 3			
Year 1	Y331	4.1	\$ 41.52
Year 2	Y332	4.2	\$ 42.60
Year 3	Y333	4.4	\$ 44.68
GRADE 3			
Level 4			
Year 1	Y341	5.1	\$ 47.50
Year 2	Y342	5.2	\$ 48.52
Year 3	Y343	5.3	\$ 49.65
GRADE 4			
Level 1			
Year 1	Y411	6.1	\$ 51.90
Year 2	Y412		\$ 51.90
Year 3	Y413		\$ 51.90

GRADE 4			
Level 2			
Year 1	Y421	6.2	\$ 53.04
Year 2	Y422		\$ 53.04
Year 3	Y423	6.3	\$ 54.19
GRADE 4			
Level 3			
Year 1	Y431	6.3	\$ 54.19
Year 2	Y432		\$ 54.19
Year 3	Y433		\$ 54.19
GRADE 5			
Level 1			
Year 1	Y511	7.1	\$ 56.13
Year 2	Y512	7.2	\$ 57.30
Year 3	Y513	7.3	\$ 58.47
GRADE 5			
Level 2			
Year 1	Y521	8.1	\$ 60.90
Year 2	Y522	8.2	\$ 62.09
Year 3	Y523	8.3	\$ 63.29
Year 4	Y524	8.4	\$ 63.29
GRADE 6			
Level 1			
Year 1	Y611		\$ 63.29
Year 2	Y612		\$ 63.29
Year 3	Y613		\$ 63.29
GRADE 6			
Level 2			
Year 1	Y621		\$ 63.29
Year 2	Y622		\$ 63.29

Note: Any increases to pay or other conditions by the Fair Work Commission for employees engaged under these classifications in the Social, Community, Home Care and Disability Services Industry Award [MA000100] will be passed on by YWCA Canberra in full during the life of this Agreement.

SCHEDULE 2: Allowances

The rates set out in this Schedule will be payable from the date of approval of this Agreement by the Fair Work Commission.

a) Motor Vehicle Allowance

96 cents per km

b) First Aid Allowance

\$11.24 per day \$1.49 per hour

\$19.05 per week

c) Additional Professional Qualifications Allowance

\$76.92 per week (pro-rata \$2 per hour)

d) Educational Leader Allowance

\$2.146 per hour

e) Broken Shift Allowance

\$19.00

f) Travel and Meal Allowances:

(i) Overtime Meal Allowance \$14.16 (Childrens Services)
\$15.20 (Non- Childrens Services)

(ii) Domestic Travel Allowances

Breakfast	\$24.90
Lunch	\$28.00
Dinner	\$47.75

g) On-Call Allowance

24hr period Monday to Friday \$20.12

Other 24hr period or public holiday \$39.84

h) Clothing and Equipment Allowance

Where the employer requires an employee to wear any special clothing or articles of clothing the employer must reimburse the employee for the cost of purchasing such clothing. The provisions of this clause do not apply where the employer pays for the clothing required to be worn by the employee.

Where an employee is required to launder any clothing referred to above, the employee will be paid an allowance of \$9.49 per week or \$1.90 per day, or where the uniform does not require ironing, \$5.98 per week or \$1.20 per day.

Where an employee is required to wear protective clothing or equipment such as hats and sunscreen lotion, goggles, aprons or gloves, the employer will either supply such clothing or equipment or reimburse the employee for the cost of their purchase. Reimbursement will be limited to reasonable costs incurred.

i) Excess fares allowance

Where an employee is directed to work away from their normal place of work on any day the employee will be paid an allowance of \$16.28 per day to compensate for excess fares. This provision does not apply if the employer provides or offers to provide suitable transport free of charge to the employee.

APPENDIX A: CARE SECTOR WAGE INCREASE IMPLEMENTATION

Object of this Clause –the object of this Clause is, as far as is practicable, to pass on the increases awarded by the Fair Work Commission (or other relevant Government body) to the relevant Agreement classifications. Such increases in rates are to be commensurate with Commonwealth funding relating to the increase to Award wage rates which is provided to the Employer and consider oncosts as stated.

It is anticipated that the Fair Work Commission will hand down further decisions and the process set out in this clause will apply.

Definitions

“relevant employees” means those employees to whom the Agreement applies and who are performing work which would have been covered by classifications in the relevant Modern Award to be varied.

“oncosts” means all costs associated with superannuation, Workcover insurance premiums, payroll tax (where applicable), penalty rates, overtime, leave loading, allowances, shift allowances, higher duties, senior allowances, qualifications allowances, leave entitlements, back filling of staff absences (including for reasons such as leave, training and public holidays) across all shifts and days, and administrative costs relating to any changes.

- a) At the commencement of this Agreement any increase to Modern Award rates have already been implemented.
- b) The Employer and Unions covered by this Agreement will meet within a reasonable timeframe of the Commonwealth providing the additional funding to the Employer, to discuss how that Commonwealth funding will be passed-on to the relevant Employees.
- c) Where the Commonwealth Government provides the Employer with any additional funding relating to the increase to Award wage rates for relevant employees, the Employer commits to pass that funding to the relevant Employees without making deductions from the amount provided by the Commonwealth Government for purposes other than wages or on-costs. The discussions will focus on how the actual amount of additional funds received and how those funds are distributed to the relevant Employees.
- d) The Employer and Unions agree that should the Employer receive additional funding the wages schedules in this Agreement will be varied (in accordance with the Act) following each occasion such additional funding commences.
- e) Any resulting increase in wages for Employees will be back-dated to the date the change in funding to the Employer came in effect.
- f) The Unions agree that they will not make additional claims during the life of this Agreement, apart from in accordance with this Clause relating to the matter of increased pay rates to reflect funding received by the Employer.

IN THE FAIR WORK COMMISSION

FWC Matter No.: AG2023/4158

Applicant: YWCA Canberra

Section 185 – Application for approval of a single enterprise agreement, namely the *YWCA Canberra 2023-2027 Enterprise Agreement*

Undertaking – Section 190

I, Frances Crimmins, Chief Executive Officer have the authority given to me by YWCA Canberra to give the following undertakings with respect to the *YWCA Canberra 2023-2027 Enterprise Agreement* ("the Agreement"):

1. Schedule 1: Classifications and Wages – Rates of Pay and Specific Conditions for Children's Services Employees of the Agreement will be amended to provide updated pay classifications for:
 - Grade 1 Level 1 Year 2: (\$23.30) for FY 2023-2024, (\$23.77) for FY 2024-2025, (\$24.24) for FY 2025-2026, and (\$24.97) for FY 2026-2027.
 - Grade 1 Level 2 Year 1: (\$23.33) for FY 2023-2024, (\$23.80) for FY 2024-2025, (\$24.27) for FY 2025-2026, and (\$25.00) for FY 2026-2027.
 - Grade 1 Level 2 Year 2: (\$24.00) for FY 2023-2024, (\$24.48) for FY 2024-2025, (\$24.97) for FY 2025-2026, and (\$25.72) for FY 2026-2027.
 - Grade 2 Level 1 Year 1: (\$24.10) for FY 2023-2024, (\$24.58) for FY 2024-2025, (\$25.07) for FY 2025-2026, and (\$25.83) for FY 2026-2027.
 - Grade 2 Level 1 Year 2: (\$24.83) for FY 2023-2024, (\$25.33) for FY 2024-2025, (\$25.83) for FY 2025-2026, and (\$26.61) for FY 2026-2027.
 - Grade 2 Level 1 Year 3: (\$25.00) for FY 2023-2024, (\$25.50) for FY 2024-2025, (\$26.01) for FY 2025-2026, and (\$26.79) for FY 2026-2027.
 - Grade 2 Level 1 Year 4: (\$26.10) for FY 2023-2024, (\$26.62) for FY 2024-2025, (\$27.15) for FY 2025-2026, and (\$27.97) for FY 2026-2027.
 - Grade 2 Level 2 Year 1: (\$26.20) for FY 2023-2024, (\$26.72) for FY 2024-2025, (\$27.26) for FY 2025-2026, and (\$28.08) for FY 2026-2027.

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



Signature

__6 December 2023_____
Date